AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
June 14, 2022
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Recognize Greg Poole, Risk Manager, as the May 2022 Strongest Link in the Chain award recipient. *Human Resources Director, Stephanie Woods, will address.*

2. Presentation of the National Waste & Recycling Workers Week Proclamation.

3. Presentation of proclamation for Pride Month 2022.

4. Presentation of proclamation for Juneteenth 2022.

5. Presentation of proclamation for Loving Day 2022.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

6. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2022 and ending June 30, 2023.

   Link to FY2023 Recommended Budget Document

   City Manager Jessica O'Connor will address

CONSENT AGENDA

7. Consider an agreement between the City of Griffin and Pitney Bowes in the amount of $584.57 per month for the postage machine in the Customer Service Department. *Electric Director Jennifer Freeman will address.*

8. Consider an agreement between the City of Griffin and Norfolk Southern Railway Company for the installation and construction of four aerial longitudinal electric wirelines and two wood poles located parallel

to the tracks at N. Hill Street and E. Broad Street. *Electric Director, Jennifer Freeman will address.*

9. Consider a service agreement with MR Systems, LLC, Single Source, for the preventive maintenance and repair services for instrumentation and controls, telemetry equipment and SCADA software and hardware in the amount of $2,520.00. *Director Watershed Management, Brandon Lewis, will address.*

REGULAR AGENDA

The Regular Agenda includes items on which the Commission will individually consider and possibly take action.

10. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on May 24, 2022.

11. Consider resolution adopting the annual Fiscal Year 2022 - 2023 Operating and Capital Budget appropriating expenditures and forecasted revenues for specified purposes, functions and activities, by fund for the budget period and Capital Improvement Program (CIP). *City Manager Jessica O'Connor will address.*

12. Consider audit engagement letters for audit services with independent auditors, Mauldin & Jenkins, Certified Public Accountants. *Accounting Director, Amanda Carmichael, will address.*

13. Consider award of contract to Brad Cole Construction Co., Inc., lowest bidder, in the amount of $13,771,660.00 for construction services for the rehabilitation of the Heads Creek Reservoir Dam and Spillway. *Director of Watershed Management, Brandon Lewis, will address.*

14. Consider a professional services agreement with KCI Technologies, Inc., Single Source, for a Process Control Evaluation and CAP for the Shoal Creek WWTP and the Blanton Mill LAS in the amount of $25,500.00. *Director of Watershed Management, Brandon Lewis, will address.*

15. Consider approval of an increase in the cost of services provided by Terracon Consultants ("GEC") in the amount of $6,000.00 (previously $3,500) to provide environmental monitoring consisting of data evaluation, statistical analysis and EPD reporting services for the Shoal Creek Landfill. *Director of Solid Waste, Todd Ennis will address.*

16. Consider, on first reading, amendments to the Personal Transportation Vehicle ordinance, Code of Griffin, Chapter 90, *Traffic and Vehicles*, Article X, *Personal Transportation Vehicles*. *Staff Attorney, Kelsey Carden, will address.*

17. Consider claim against the City of Griffin by Nachcika Zahara Hall based on Ante Litem Notice from attorney Morrison Hughes, dated May 12, 2022, alleging personal injuries suffered in an incident occurring January 4, 2022 at Pine Ridge Landfill. *City Attorney, Drew Whalen, will address.*

18. Consider a contract with Three Rivers Regional Commission for 5307/5311 regional transit services for FY23 in an amount not to exceed $35,000. *City Manager, Jessica O'Connor, will address.*

19. Consider authorization for Mayor Hollberg and Commissioners Ward, Flowers, Murray, Tinsley and McCord to attend the Georgia Municipal Association's Annual Convention in Savannah, GA. June 24-28, 2022.

20. Consider authorization for Mayor Hollberg and Commissioners Ward, Flowers, Murray, Tinsley and McCord to attend the MEAG Power Annual Meeting July 18-20, 2022.

21. Consider an Executive Session pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

ADJOURN

The City of Griffin is committed to providing equal access to all of its programs, services and activities regardless of race, color, religion, marital status, gender, gender identity, genetic information, sexual orientation, national origin, age, physical or mental disability, past or present membership in the Uniformed Services, applicants to the Uniformed Services, any protected concerted activity or any other legally protected status. Any individual who needs an accommodation because of a disability should contact ***Stephanie Woods at (770) 233-2923 or hr@cityofgriffin.com*** *as far in advance of a meeting as possible.*

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Greg Poole, Risk Manager, as the May 2022 Strongest Link in the Chain award recipient. *Human Resources Director, Stephanie Woods, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The "Strongest Link in the Chain" award is given monthly to a deserving employee who has demonstrated excellent performance and productivity, loyalty, professional pride, and other noteworthy accomplishments. The award recognizes that all City employees link together to form a chain that provides the residents of the City with excellent service. That service is only as strong as its weakest link in the chain. Therefore, all employees should strive to be a "strong link" in the chain. Nominations are received from any City employee and are vetted by Department Directors who recommend the award recipient to the City Manager.

The recognized employee receives one day off with pay, a gift certificate to a local restaurant, a "Strongest Link in the Chain" plaque, and the symbolic "chain", which he or she will be the custodian of until a subsequent employee is recognized.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Stephanie Woods

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Greg Poole nomination.docx

Strongest Link in the Chain (Individual) Nomination Form

Nominee Name_____Greg Poole_ Department Risk Management
Nominee Dept. Director signature required to move forward. Nominator to get this before submitting this form to Human Resources to be considered.

Nominee Department Director Approval for submission_____swoods_____Date_____5/31/2022

Your (Nominator) Name Stephanie Woods_____Department_____

Is this monthly nomination? Yes No If yes, which month _____May 2022

Reason for the Nomination

Using the program criteria, explain in detail why the employee deserves to be recognized as the *Strongest Link in the Chain*. Use a separate sheet if necessary.

I had planned on nominating Greg for the Strongest Link Award after the best Safety Expo event that was held last October. It was the highest attended and had several new vendors present. It wasn't all a success just because of Greg, it was a big teamwork event, but he was the leader. I failed to nominate him for this award.

In March, The City received a $20,000 safety grant from GMA. This is the 9th year in a row we have received this. Greg began submitting for this reward 9 years ago, no one ever had in the past. With his direction and the help of safety team members, this grant was ours. Once again, I had planned on nominating him for the Strongest Link Award but failed to.

It takes a team to accomplish successful events like the above. Greg led them and got them to the finish line.

In April, the Georgia Public Risk Management Association recognized Greg Poole, as the State's Risk Manager of the Year! The presentation listed many of the things Greg has done during the year to mitigate claims and focus on safety for the City of Griffin. From the two events mentioned above, to being instrumental in including safety on employee's performance evaluations, to forming safety teams, award programs, mitigating claims and more. It is only appropriate, that now I must nominate Greg to be the Strongest link in the chain for May. If the State can recognize him and all his efforts, we would be remiss if we didn't.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of the National Waste & Recycling Workers Week Proclamation.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

14/06/2022

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

National Waste and Recycling Workers Week 2022.pdf

Proclamation

National Waste & Recycling Workers Week

WHEREAS, The nation celebrates the Week of June 12-18, 2022 as National Waste & Recycling Workers Week; and

WHEREAS, The earliest garbage regulation effort was the first landfill in Knossos, Crete where large holes for refuse were dug and garbage was dumped along with dirt at various levels in 3000 B.C.; and

WHEREAS, Since that time, sanitation workers have worked selflessly and tirelessly in all types of environments and at risk to themselves, to provide sanitation services to protect communities and residents, prevent disease and keep our communities clean, safe and beautiful; and

WHEREAS, The men and women employed by the City of Griffin make significant contributions to the safety, health and welfare of our citizens by processing millions of tons of garbage and recycling annually; and

WHEREAS, With an area spanning 14.03 square miles, 181.8 miles of roads, and a population of approximately 22,725, the citizens of the City of Griffin depend on the collection and proper disposal of waste, recyclables, compostables and yard waste to promote a clean and tidy community regardless of weather and global pandemics; and

WHEREAS, The City of Griffin values and celebrates our local solid waste industry workers for their commitment to our residents, businesses and communities as Essential Employees.

NOW, THEREFORE BE IT RESOLVED,

That the City of Griffin Board of Commissioners, in conjunction with National Waste & Recycling Workers Week, does hereby proclaim the week of June 12-18 in the year 2022 to be

"Waste & Recycling Workers Week"

and encourages all citizens to join the Board of Commissioners in thanking the hard-working men and women who ensure our communities are kept safe, clean and healthy. I have hereunto caused the Seal of the City of Griffin to be affixed on this, the fourteenth day of June in the year of our Lord two thousand and twenty-two.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Pride Month 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Pride 2022.pdf

Proclamation

Pride Month 2022

WHEREAS, The uprising at the Stonewall Inn in June 1969 sparked a liberation movement and a call to action that continues to inspire us to live up to our Nation's promise of equality, liberty, and justice for all. Pride is a time to recall the trials the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community has endured and to rejoice in the triumphs of trailblazing individuals who have bravely fought, and continue to fight, for full equality; and

WHEREAS, The LGBTQ+ community in America has achieved remarkable progress since Stonewall. June has become a nationally recognized moment to celebrate and honor the way LGBTQ+ Americans have overcome adversity and enriched our society. Members of the LGBTQ+ community now serve in nearly every level of public office: in city halls and State capitals, in Governors' mansions and in the halls of the Congress.

WHEREAS, For all of our progress, there are many States in which LGBTQ+ individuals still lack protections for fundamental rights and dignity in hospitals, schools, public accommodations, and other spaces. Our nation was founded on the principle of equal rights for all people, and the City of Griffin strives to be a community where everyone is celebrated for our differences, rather than being limited by what might divide us.

NOW, THEREFORE BE IT RESOLVED,

that the Board of Commissioners of the City of Griffin does hereby proclaim June 2022 to be ***Pride Month 2022*** in the City of Griffin and urges all citizens to support efforts to promote equality and affirmation of the LGBTQ+ Community and to recognize and celebrate the many ways in which the LGBTQ+ community has contributed to the history, culture and social fabric of this nation of this City.

IN WITNESS

WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 14nd day of June in the year of our Lord two thousand and twenty-two.

_____

Douglas S. Hollberg, Mayor

_____

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Juneteenth 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

14/06/2022

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Juneteenth 2022.pdf

Proclamation

Celebrating Juneteenth 2022

WHEREAS: On June 19th, 1865, two and a half years after President Lincoln issued the Emancipation Proclamation, Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas with the news that the Civil War had ended and that enslaved people were now free; and

WHEREAS: Major General Granger announced to the residents of Texas: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property."

WHEREAS: The first Juneteenth celebration was held in Texas in 1866. Since then, Juneteenth has been celebrated in communities across the United States, providing an opportunity to mark the emancipation of enslaved people; and

WHEREAS: On this day, in hundreds of communities across the country, people of all races, nationalities, and religions join hands to acknowledge the extremely painful history and lasting, systemic impact of slavery and racial injustice in the United States. Juneteenth is an opportunity to recommit ourselves to the goal of creating a more equal and just society, an effort that continues today.

NOW THEREFORE: We, the City of Griffin Board of Commissioners do hereby proclaim June 19th, 2022 to be,

"JUNETEENTH INDEPENDENCE DAY"

and urge all the citizens of the City of Griffin to take cognizance of this event and participate in its observance.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed this 14th day of June in the year of our Lord two thousand and twenty-two.

_____

Douglas S. Hollberg, Mayor

_____

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Loving Day 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

14/06/2022

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

Loving Day.pdf

Proclamation

Loving Day 2022

WHEREAS, in June 1958, Mildred and Richard Loving were married in the District of Columbia and chose to settle down in their native home state of Virginia, only to be arrested and charged one month later with miscegenation, which was a felony offense in the Virginia code at the time; and

WHEREAS, on June 12, 1967, the Supreme Court's unanimous decision in Loving v. Virginia struck down laws against interracial marriage nationwide, with Chief Justice Earl Warren delivering the opinion of the Court, writing, "Under our Constitution, the freedom to marry, or not marry, a person of another race resides with the individual and cannot be infringed by the State."; and

WHEREAS, today, the tradition and institution of free marriage throughout the United States is not infringed upon by any laws, and citizens are able to celebrate all marriages because of this landmark decision.

NOW,
THEREFORE BE
IT RESOLVED, that the Board of Commissioners of the City of Griffin does hereby proclaim June 12, 2022 to be *Loving Day* in the City of Griffin.

IN WITNESS
WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 14th of June in the year of our Lord two thousand twenty-two.

_____
Douglas S. Hollberg, Mayor

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding the proposed budget for fiscal year beginning July 1, 2022 and ending June 30, 2023.

Link to FY2023 Recommended Budget Document

City Manager Jessica O'Connor will address

SPECIAL CONSIDERATIONS OR CONCERNS:

Public notices have been displayed and published as required. The proposed budget has been reviewed and posted for public review and consideration for four weeks.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Markus Schwab

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement between the City of Griffin and Pitney Bowes in the amount of $584.57 per month for the postage machine in the Customer Service Department. *Electric Director Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City is currently in a five (5) year lease agreement with Pitney Bowes for the postage machine in Customer Service. The lease term is up for renewal at this time. City and Staff attorneys have reviewed the agreement.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

$584.57 monthly charge.

Submitted By:
Jennifer Freeman

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Pitney Bowes Lease renewal agreement - City of Griffin_Revised 4.25.22.pdf
Pitney Bowes State of Georgia-Participating Addendum.pdf

pitney bowes

NASPO ValuePoint FMV Rental Agreement (Option B)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

CITY OF GRIFFIN

Tax ID # (FEIN/TIN)

586000587

Sold-To: Address

100 S HILL STFL 2, GRIFFIN, GA, 30223-3402, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Rita Bagwell	7702332920	0011260412

Bill-To: Address

100 S HILL STFL 2, GRIFFIN, GA, 30223-3402, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Rita Bagwell	7702332920	0011260412	rbagwell@cityofgriffin.com

Ship-To: Address

100 S HILL STFL 2, GRIFFIN, GA, 30223-3402, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Rita Bagwell	7702332920	0011260412

PO #

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Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FW5	15lb Interface Weigh (left/right unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
	APAS	Sendpro P2000/500W GCS Identifier
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	CAAA1	Bronze Cost Accounting for PSeries
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10in Color Touch Display
1	MT30	Platform Scale 30lb/12kg

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Pitney Bowes Confidential Information

1	MW90007	SendPro P Series Drop Stacker
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PTJ1	SendPro Online-PitneyShip
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard
1	SPE	SendPro Enterprise Offer
1	397-B	10lb/5kg USB Scale
	BAS2SPE	SPE Bus. Analysis Whiteglove Followup
1	SPE-BASIC-100	SendPro Enterprise Basic Sub 100
	SSS4	Implementation Half Day Rate - Solutions
	SSSD	Implementation Day Rate
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Enterprise Offer)

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 584.57**	**$ 1,753.71**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSPO16-169897; 99999-SPD-00006328-0001
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Leonard Beresford	leonard.beresford@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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See Pitney Bowes Terms for additional terms and conditions

Pitney Bowes Confidential Information

NASPO ValuePoint
PARTICIPATING ADDENDUM

MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

CONTACT #: ADSPO16-169897, as amended

Contractor or Supplier: **PITNEY BOWES INC.**

Participating Entity: **STATE OF GEORGIA**

The following products or services are included in this contract portfolio:

- *The following products and accessories listed on the Contractor page of the NASPO ValuePoint website.*
  Postage Meter Rental
  Mailing Systems-Ultra Low, Low, Medium, High, Integrated Postal Scales
  Letter Openers-Low, High Volume
  Letter Folders-Low, High Volume
  Folder-Inserters-Low, Medium, High,
  Envelope Addressing System-Low, Medium, High, Tabbers-Low, Medium, High Volume
  Mail Furniture
  Software License & Subscription, excluding DMT software

Master Agreement Terms and Conditions:

1. Scope. This addendum covers the above referenced NASPO ValuePoint *Mailroom Equipment, Supplies & Maintenance Master Agreement* led by the State of ***Arizona*** for use by state agencies and other entities located in the State of Georgia authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

   This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any quantity or dollar amount of Deliverables or Services will be procured.

2. Participation. This NASPO ValuePoint Participating Addendum may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users. Non-profits may not use this Participating Addendum.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Contract Term. The term of this Participating Addendum will be effective January 1, 2019 through December 31, 2019 and coterminous with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

4. Primary Contacts. The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Art Adams, Director Government Contract Compliance
Address:	Address: Pitney Bowes Inc. 3001 Summer Street, Stamford, CT 06926
Telephone:	Telephone: (203) 351-7866
Fax:	Fax: (203) 460-3827
Email:	Email: art.adams@pb.com

Contractor – Government Sales Channel Director – Francie Coffey

Name:	Francie Coffey, Director, Government Sales
Address:	Address: Pitney Bowes Inc. 3001 Summer Street, Stamford, CT 06926
Telephone:	Telephone: (213) 256-1917
Fax:	Fax: (203) 460-9181
Email:	Email: francey.coffey@pb.com

Lead State

Name:	Rocky Advani
Address:	Address: Arizona DOA-SPO, 100 N. 15th Ave, Suite 201, Phoenix, AZ 85007
Telephone:	Telephone: 602-542-0100
Email:	Email: Rocky.Advani@azdoa.gov

NASPO ValuePoint
PARTICIPATING ADDENDUM

MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

NASPO ValuePoint

Participating Entity

Name:	Alicia Pope
Address:	200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta Georgia 30334
Telephone:	404-657-4293
Fax:	770-357-8833
Email:	Alicia.pope@doas.ga.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

DEFINITIONS AND GENERAL INFORMATION

"**Purchase Instrument**" means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the equipment and services, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

"**Statewide Contract (SWC)**" or "**Contract**" means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

These documents shall be read to be consistent and complementary. The SWC is comprised of the NASPO Valuepoint Master Agreement, the lead state's solicitation, the state of Georgia's PA (*inclusive of the lease and license agreements*).

"**User Agency**" or "**User Agencies**" means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract. User Agencies are also referred to as Purchasing Entities in the NASPO ValuePoint Master Agreement.



ORDER OF PRECEDENCE

a. This Participating Addendum ("PA"). This Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the NASPO Valuepoint Master Agreement. This PA includes the following documents:
   i. The state of Georgia's Statewide Contract for Equipment Rental or Lease - Exhibit A;
   ii. The state of Georgia End User Lease Agreement - Exhibit B;
   iii. The Georgia Department of Administrative Services – End User License Agreement of Commercial Off-the-Shelf- Software – Exhibit C.

b. NASPO Valuepoint Master Agreement Terms & Conditions, including the applicable Exhibits to the Master Agreement;
c. Contractor's response to the Solicitation, as revised and accepted by the Lead State;
d. The Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

1. Forum and Choice of Law. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

2. Usage of Postage Meters. All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor and attached hereto as Exhibit D.

3. Subcontractors. Contractor must ensure that any subcontractor, fulfillment partner,

dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum.

4. Billings. If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, invoices for all of the equipment rentals, leases, sales and services supplied to the User Agencies under the Participating Addendum at the billing addresses specified in the Purchase Instruments. Invoices shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any equipment or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

5. Purchase Order Instructions. All orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following:

   (i) Mandatory Language "PO is subject to Mail Equipment Services SWC";
   (ii) Your Name, Address, Contact, & Phone-Number and;
   (iii) Reference to the state contract number. "**99999-SPD-00006328-0001**"

6. Individual Customer. Each State agency and political subdivision, as a User Agency, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum and Master Agreement; and they will have the same rights and responsibilities for their purchase as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for their own bills, charges, fees, and liabilities.

7. Implementation of Requirements of Senate Bill 327 Senate Bill 327 (passed during 2016 Georgia Legislative Session). Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

8. State of Georgia ePayables/Purchasing Card Program. The State of Georgia provides for the use of several payment methods including ePayables, Purchasing Card (PCard), and Automated Clearing House (ACH) transfers. DOAS will determine the most advantageous method(s) of supplier payment for the awarded Statewide Contract. Potential suppliers need to be prepared to accommodate any and all forms of payments.

   The State of Georgia PCard may be used by authorized government employees of governmental entities electing to participate in the program to purchase necessary supplies. Supplier agrees to accept payment via PCard and shall impose no fee on either

DOAS or any Authorized User for the use of the State of Georgia PCard pursuant to this statewide contract. The Supplier also agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Supplier.

All purchases made by Authorized Users' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

If selected for award, the Supplier shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Supplier represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Supplier shall provide immediate written notice to the current DOAS Contract Administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Supplier's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Supplier's contract performance. The Supplier agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

9. Administrative Fee and Sales Report Submission. Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees (Fees) are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. DOAS requires each Contractor to pay to DOAS an administrative fee on all sales (net of returns, credits and adjustments) pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **one percent (1%)**. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

10. Quarterly Sales Report. The Quarterly Sales Report must be received by DOAS twenty days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

DOAS' Fiscal Quarters	*Months*	*Contractor's Quarterly Sales Report Due Date*	*Contractor's Payment Due Date (In Response to DOAS generated Invoice)*
Quarter 1	*July 1st – September 30th*	*October 20th*	*November 15th*
Quarter 2	*October 1st – December 31st*	*January 20th*	*February 15th*
Quarter 3	*January 1st – March 31st*	*April 20th*	*May 15th*
Quarter 4	*April 1st – June 30th*	*July 20th*	*August 15th*
			30 DAYS FOLLOWING TERMINATION OF SWC

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

(i). Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses consistent incorrect billings or improprieties, the State

reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

(ii). Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system. Contractor shall be allowed to review any new on-line system and have the right to provide feedback. Contractor will work in good faith with the state of Georgia to meet any new online procurement requirements, if practicable.

(iii). Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

(Administrative Fee Amount Due) x (18%) = X

X / 365 (366 for leap years) = Y

Y x (Number of Days Payment is Late) = Interest Owed

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

11. Business Review Meetings. The Contractor must participate in Business Review ("BR") meetings at DOAS' request. During the BR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The BR meeting will also focus on the status of service level agreements, marketing efforts, and key performance indicators agreed to by Contractor and DOAS. The BR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of

improvement to be addressed, review of the previous sales statistics, strategies to grow sales volume, marketing plan, development/monitoring of a Contractor service "scorecard."

12. Team Georgia Marketplace™ Virtual Catalog. In June 2008, DOAS entered into a multi-year agreement with Jagger, Inc. whereby Jagger will provide certain electronic catalog hosting and management services to enable state customers to access a central online

    website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

    Supplier's Interface with the Virtual Catalog. When the sourced segment applies, the Supplier must agree to cooperate, if practicable, with DOAS and Jagger (and any authorized agent or successor entity to Jagger) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog.

13. Equipment Return. Unless title to the Equipment is transferred to the User Agency as provided in the Statewide Contract, Equipment will be returned to Contractor in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted. Upon the termination or expiration of this User Agency Lease Agreement, Contractor shall promptly return to User Agency all papers, materials and other property of User Agency then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is composed of software, and in machine-readable and printed formats to the extent such work is composed of documentation). Contractor will work with State Entity to comply with all State laws, rules and standards, including the Georgia Technology Standard SS- 08-035.01 "Media Sanitization – Vendor Return" (or any successor policy) to facility the electronic wiping or physical removal of the hard drive from the Equipment at a cost that does not exceed the Contractor's published price for such services under the Statewide Contract.

14. Fees/Payment Terms. User Agency agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the User Agency as hereinafter provided. Contractor shall not invoice User Agency in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the schedule set forth in the Statewide Contract. Charges for late payment of invoices, other than as prescribed by the State Finance and Procurement Article, with respect to regulated state entities, as applicable, are prohibited.

15. Care, Use and Maintenance of Leased or Rented Equipment. User Agencies shall protect leased or rented equipment from deterioration, other than normal wear and tear, and will not use the leased or rented equipment for any purpose other than that for which it was designed. Contractor shall maintain the leased/rented equipment in good working order and will make all necessary adjustments and repairs. The Contractor shall have full and free



access to the leased/rented equipment for the purpose of maintenance and repairs during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. The charge for such maintenance is included in their cost response and any final pricing documents as incorporated into the NASPO ValuePoint Master Agreement.

16. Lease Agreements. Equipment Lease and Rental Agreements are authorized in accordance with the terms of the NASPO Master Price Agreement number: ADSPO16-169897 with the following modifications. Attachment B contains the lease and/or rental options Authorized Users may use. The lease rates (Option B) are as follows:

    Monthly Rate Factors:

Term:	Rate
36 months	.0377
48 months	.0309
60 months	.0270

17. Lease Survivability. If the Purchasing Entity terminates their individual lease agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this Participating Addendum as set forth in this Participating Addendum, then User Agency will be responsible for the payment of all amounts remaining in the unexpired portion of the current lease term, plus any unpaid invoices unless those invoices are in dispute.
    The termination or expiration of this Participating Addendum shall not relieve any entity from its obligations to any product lease or rental. Any underlying lease entered into during the Term of this Participation Addendum will remain throughout the then remaining lease term.

18. Leased/Rented Equipment Return. The User Agency shall have the option to continue with the existing lease, purchase the equipment, or present a favorable alternative upon maturity of the lease. Should the User Agency decline to exercise any of these options, User Agency shall terminate the lease, and return to the Contractor.

    Unless provided otherwise in the Participating Addendum, upon termination of a lease, Contractor must enter the premises of the User Agency and remove the leased/rented equipment, or in the alternative, Contractor will provide shipping materials for User Agency to pack and ship the leased/rented equipment back to Contractor. Contractor should arrange and confirm removal times with the User Agency during the User Agency's normal business hours and subject to the User Agency's operational guidelines, including security regulations. Contractor agrees that the cost of removal is included in the Contractor's response or other final pricing documentation as incorporated into the Statewide Contract Form.

19. Insurance. The Contractor shall maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this Participating Addendum throughout the duration of the

statewide contract. The Contractor shall maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); policy period, policy number, limits of liability; and an acknowledgment of notice of cancellation to DOAS.

The supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	$100,000;
Bodily injury by disease - per employee	$100,000;
Bodily injury by disease – policy limit	$500,000.

2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	$1,000,000;
Personal & Advertising Injury Limit	$1,000,000;
General Aggregate Limit	$ 2,000,000;
Products/Completed Ops. Aggregate Limit	$ 2,000,000.

3) Automobile Liability

Combined Single Limit	$1,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason without prior written notice has been given to DOAS in accordance with policy provisions. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS upon execution of the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

20. Software. This Participating Addendum contains mutually agreed upon software license terms and conditions as referenced in Exhibit C. All other software license and subscription terms shall be mutually agreed upon by the Supplier and DOAS.

21. Marketing. The Contractor must agree to outline a marketing plan which addresses strategies to introduce new Authorized Users to the statewide contract, and retain the existing Authorized Users. Contractor should include their response as an Exhibit when responding to this Agreement.

ENTIRE AGREEMENT

This Participating Addendum, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this User Agency Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

NASPO ValuePoint

PARTICIPATING ADDENDUM

MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Georgia	Contractor: Pitney Bowes Inc.
Signature:	Signature:
Name: LISA EASON	Name: Arthur E. Adams, Jr.
Title: Deputy Commissioner	Title: Director, Government Contract Compliance
Date:	Date: 10/3/2018

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

For questions on executing a participating addendum, please contact: NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]



STATE OF GEORGIA
STATEWIDE CONTRACT
Exhibit A
Contract Terms and Conditions for Equipment Rental or Lease

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) "**Agency**" means the Department of Administrative Services of the State of Georgia.

(ii) "**Awarded Item Schedule**" means the summarizing document, if any, listing the equipment to be purchased, leased or rented and any ancillary services as awarded and may also denote the Contractor providing such equipment and services.

(iii) "**Contractor**" means the provider(s) of the equipment and the identified ancillary services under the Statewide Contract.

(iv) "**Purchase Instrument**" means the documentation issued by the Agency or User Agencies to the Contractor as payment in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the equipment and services, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(v) "**Response**", "**Contractor's Response**" or "**Final Response**" means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vi) "**RFX**" means the NASPO ValuePoint Request for Proposal ADSPO16-00006328, (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the equipment and services that are subject to the Statewide Contract.

(vii) "**State**" means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Contract.

(viii) "**Statewide Contract**" or "**Contract**" means the Participating Addendum and the NASPO ValuePoint Master Agreement #ADSPO16-169897, as amended each between the Agency and the Contractor to which this Statewide Contract is attached to and made a part thereof.

(ix) "**Statewide Contract Form**" means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final



pricing documentation for the equipment and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the Statewide Contract Form.

(x) **User Agency**" or "**User Agencies**" means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

(xi) **"User Agency Lease"** shall mean the standard lease template attached to this Statewide Contract, which shall be used by the Contractor to lease or rent any equipment to User Agencies pursuant to this Statewide Contract.

2. **Certified Source of Equipment and Ancillary Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the equipment and the services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions**. Any pre-printed contract terms and conditions included on Contractor's forms, other than Contractor's software license terms referenced in Exhibit C, Georgia Department of Administrative Services End-user License Agreement for Commercial off-the-Shelf Software of the Participating Addendum, or invoices shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the payments made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.



B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. Any underlying leases entered into during the Term of the Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term in accordance with the Participating Addendum and the NASPO Valuepoint Master Agreement # **ADSO16-169897**. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified equipment and ancillary services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to permit the State's continued use of the rented or leased equipment and receipt of ancillary services.

C. DESCRIPTION OF EQUIPMENT AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all equipment, services, and other deliverables required in the RFX that comply with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response. Any equipment provided hereunder shall be new equipment unless provided otherwise in the RFX. Notwithstanding anything to the contrary in this PA, Pitney Bowes may provide new or refurbished Postage Meters under this Participating Addendum however, by Postal Regulation, Pitney Bowes is responsible to insure the Postage Meters are in proper working order. Additionally, Pitney Bowes may offer Remanufactured or Refurbished Equipment in accordance with the Master Agreement, Scope of Work, Section 3.3.1. Authorized Users must be made aware of the equipment's' condition (new or refurbished) prior to any lease or purchase.



2. **Product Shipment and Delivery.** All equipment and any other products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

3. **Title to Leased or Rented Equipment.** Unless provided otherwise in the RFX, leased or rented equipment is and shall at all times remain the sole property of the Contractor unless the User Agency exercises an option to purchase as permitted by the User Agency Lease.

4. **Care, Use and Maintenance of Leased or Rented Equipment.** User Agencies shall protect leased or rented equipment from deterioration, other than normal wear and tear, and will not use the leased or rented equipment for any purpose other than that for which it was designed. Contractor shall maintain the leased/rented equipment in good working order and will make all necessary adjustments and repairs. The Contractor shall have full and free access to the leased/rented equipment for the purpose of maintenance and repairs during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. The charge for such maintenance is included in the Response and any final pricing documents as incorporated into the Statewide Contract Form.

5. **Leased/Rented Equipment Return.** Unless provided otherwise in the RFX, upon termination of the User Agency Lease, Contractor must enter the premises of the User Agency and remove the leased/rented equipment. Contractor should arrange and confirm removal times with User Agencies during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. Contractor agrees that the cost of removal is included in the Contractor's response or other final pricing documentation as incorporated into the Statewide Contract Form.

6. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide equipment and services similar to the equipment and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar equipment and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

7. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases or any minimum time period for rental or lease of the equipment.



D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the purchase, rental or lease of its equipment and services provided pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, invoices for all of the equipment rentals, leases, sales and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments or Statewide Contract. Invoices shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any equipment or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or equipment or failed to maintain or repair the equipment as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service is performed or such equipment is delivered, maintained or repaired. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services not performed or equipment not delivered or properly maintained and repaired. To the extent that the Contractor's failure to provide services or deliver equipment in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum under the terms of the Statewide Contract, pursuant to any judgment, or pursuant to any law or, in the event Contractor breaches its obligations hereunder and does not cure such breach within fifteen (15) days, the User Agency must obtain substitute performance, the User Agency may set off the sum owed to the User Agency against any sum owed by the User Agency to the Contractor in the Agency's sole discretion.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any lease, rental or purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated, granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the equipment, goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

   (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

   (i) The Contractor fails to deliver or has delivered nonconforming equipment, goods or services or fails to perform, to the Agency's reasonable satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor; and Contractor has not cured such failure within fifteen (15) days of receipt of notice of such failure from the Agency;

   (ii) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;



(iii) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract and Contractor has not cured such failure within fifteen (15) days of receipt of notice of such failure from the Agency;

(iv) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's reasonable discretion; or

(v) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party. and Contractor has not cured such alleged infringement within fifteen (15) days of receipt of notice of such failure from the Agency

3. **Notice of Default.** If there is a default event identified in Section 2 above which has been caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within fifteen (15) days of Contractor's receipt of such written notice of default the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

(i) Immediately terminate the Statewide Contract upon written notice; and/or

(ii) Procure substitute goods or services which are identical in scope, and configuration from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agencies, upon submission of invoices and proper proof of claim, for equipment and services provided under the Statewide Contract to the User Agencies up to and including the date of termination. Any underlying leases entered into during the Term of the Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

(i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

(ii) The Agency's duties are substantially modified.



Any underlying leases entered into during the Term of this Statewide Contract will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for equipment and services actually provided up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract. Any underlying leases entered into during the Term of the Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

   (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

   (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

   (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

   (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

   (v) Immediately return to the User Agencies any payments made by the User Agencies for equipment and services that were not delivered or rendered by the Contractor.



F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

   (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

   (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

   (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and

   (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or the User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law or pursuant to this Agreement and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information as required by law.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.



5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, and agents (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

   (i) Any breach of the Statewide Contract;

   (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

   (iii) Any failure of equipment and services to comply with applicable specifications, warranties, and certifications under the Statewide Contract;

   (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the equipment or any parts thereof provided under the Statewide Contract;

   (v) Claims, demands, or lawsuits that, with respect to the equipment or any parts thereof, allege product liability, strict product liability, or any variation thereof;

   (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

   (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

   (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

   (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

   (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the provided equipment and services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

   In case any of the provided equipment and services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

   (i) Procure for the Agency the right to continue using the equipment and services;

   (ii) Replace or modify the same so that it becomes non-infringing; or

   (iii) Remove the same and cancel any future charges pertaining thereto.

   Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

   (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the equipment;

   (ii) Use of the equipment in combination with apparatus or devices not supplied by Contractor;



(iii) Use of the equipment in a manner for which the same was neither designed nor contemplated; or

(iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the equipment, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the equipment and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the State shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective equipment at Contractor's expense. Payment for the use of the equipment shall not constitute acceptance. Acceptance by the User Agency shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.



3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the equipment and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials or equipment shall remain in the Contractor until fully paid for by the User Agencies.



9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the equipment and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the Agency shall agree to the performance of such repairs by the Agency upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

Order of Preference. In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions contained in this Exhibit A (including any amendments accepted by both the Agency and the Contractor attached hereto), the PA, and NASPO Master Agreement # ADSPO16-169897, as amended (including any subsequent addenda), any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the Participating Addendum to which these Statewide Contract Terms and Conditions are attached.

(ii) Second, by giving preference to the specific provisions of the NASPO Master Agreement # ADSPO16-169897, as amended.



(iii) Third, by giving preference to the User Agency Lease.

(iv) Fourth, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and



Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Statewide Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of all the parties.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State, and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the parties, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the other party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either party may elect to submit the matter for mediation. Either party may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to Agency shall not exceed five thousand dollars ($5,000.00).



All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et. seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

12. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of,



or binding upon another party to the Statewide Contract.

13. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

14. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior Contracts or Agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract. Leases and/or Maintenance Agreements written under any previous contracts will remain in full force and effect for the term stated in such agreements.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier, email or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both billing records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the Agency, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the external cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.



24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48
C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. **Use of Name or Intellectual Property**. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title
48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Except with respect to its payment obligation neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

    No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the sole care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract. Any underlying leases entered into during the Term of the Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

34. **Counterparts.** The parties agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State. The Contractor shall provide full disclosure to the State about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.



GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACT FOR MAIL EQUIPMENT SUPPLIERS AND MAINTENANCE SERVICES
Exhibit B

USER AGENCY LEASE AGREEMENT	
Contractor's Full Legal Name:	
Contractor's Statewide Contract #:	
User Agency Name:	
User Agency Billing Address:	

WHEREAS, the Georgia Department of Administrative Services ("DOAS") on behalf of the State of Georgia (the "State") established the above referenced Statewide Contract by and between DOAS and Contractor which Statewide Contract is attached to and made part of the Participating Addendum #99999-SPD-00006328-001 by and between Contractor and The State of Georgia;

WHEREAS, the User Agency desires to lease equipment from Contractor in accordance with the terms of the Participating Addendum, Statewide Contract and this User Agency Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **EQUIPMENT AND SERVICES.** Pursuant to the terms and conditions of the Statewide Contract, Contractor agrees to lease to User Agency the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to the User Agency the installation and maintenance and other services described in the Statewide Contract.

2. **TERM AND RENEWAL.** The initial term of this User Agency Lease Agreement shall begin on the Effective Date and end on June 30th of the then-current State fiscal year. Thereafter, the User Agency Lease Agreement may be renewed at the sole discretion of the User Agency on a year-to-year basis (one renewal term at a time) for the period of time identified in Attachment 1. User Agency may, at its sole option, renew as to all of the Equipment and services to be provided hereunder or as to only selected Equipment and services. The terms and conditions of this User Agency Lease Agreement shall apply during any and all renewals. The Lease Term will commence on the date the Equipment is delivered, if we do not install the Equipment. If we install the Equipment, the Lease Term will commence on the installation date.



3. **SHIPPING AND DELIVERY.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from the User Agency and shall install the Equipment at the User Agency's premises at no cost to the User Agency. Shipment/Delivery shall be FOB: Destination.

4. **PAYMENT AND ACCEPTANCE.** User Agency agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the User Agency as hereinafter provided. Contractor shall not invoice User Agency in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the schedule set forth in the Statewide Contract or the time specified in Attachment 1 (whichever is later). Unless otherwise agreed to by Contractor and the User Agency, Contractor shall provide written notification of completion of the delivery, to the User Agency ("Delivery Notice"). User Agency shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by the User Agency, the obligation to pay shall be effective on the first (1st) day of the Acceptance Period. The failure of the User Agency to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or services. In the event User Agency issues a rejection notice, Supplier shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. User Agency shall not unreasonably withhold or delay such acceptance or rejection.

5. **TERMINATION.** Termination of this User Agency Lease Agreement shall be governed by the following provisions:

   a. Each party has the right to terminate this User Agency Lease Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).

   b. Provided that Contractor is in default of this User Agency Lease Agreement, User Agency may terminate this User Agency Lease Agreement, in whole or in part, by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

   c. User Agency may terminate this User Agency Lease Agreement, in whole or in part, immediately, without notice, if: (i) User Agency deems that such termination is necessary to prevent or protect against fraud or otherwise protect User Agency's personnel, facilities or services; or (ii) Contractor is debarred or suspended from performing services on any public contract(s).

   d. If User Agency terminates this User Agency Lease Agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this User Agency Lease Agreement as set forth in subsection (a) above, then User Agency will be responsible for the payment of all amounts remaining in the unexpired portion of the current term, plus any unpaid invoices unless those invoices are in dispute.



6. **EQUIPMENT RETURN.** Unless title to the Equipment is transferred to the User Agency as provided in the Statewide Contract, Equipment will be returned to Contractor in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted. Contractor will work with State Entity to comply with all State laws, rules and standards, including the Georgia Technology Standard SS-08-035.01 "Media Sanitization – Vendor Return" (or any successor policy) to facility the electronic wiping or physical removal of the hard drive from the Equipment at a cost that does not exceed the Contractor's published price for such services under the Statewide Contract.

7. **FUNDING.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this User Agency Lease Agreement shall terminate without further obligation of the User Agency as of that moment. The determination of the User Agency as to the occurrence of the events stated herein shall be conclusive; User Agency represents, however, that it will use reasonable care that the termination of this User Agency Lease Agreement will not be frivolous, but rather will result from a reduction of funding.

8. **PURCHASE OPTION.** User Agency, at its sole discretion, shall have the option to purchase leased equipment at pricing mutually agreeable to User Agency and Contractor.

9. **TAXES.** All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, neither DOAS nor the User Agency makes any representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, User Agency will provide a certificate of tax exemptions which apply to this User Agency Lease Agreement.

10. **ASSIGNMENT.** Contractor shall not assign or subcontract the whole or any part of this User Agency Lease Agreement without the prior consent of the User Agency.

11. **WAIVER AND SEVERABILITY.** The waiver by User Agency of any breach of any provision contained in this User Agency Lease Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this User Agency Lease Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this User Agency Lease Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this User Agency Lease Agreement have no substantive meaning or content and are not a part of this User Agency Lease Agreement.

12. **APPLICABLE LAW AND VENUE.** This User Agency Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

13. **NOTICES.** All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

USER AGENCY	CONTRACTOR
Name:	
Title:	
Address:	
Email Address:	

14. **TITLE AND RISK OF LOSS.** Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the User Agency shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is (i) delivered to the User Agency's location; or (ii) in the event acceptance criteria is set forth in the Order, is accepted by the User Agency. Insurance during shipment and until the Equipment is accepted by User Agency is the responsibility of the Contractor.

15. **ENTIRE AGREEMENT.** This User Agency Lease Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this User Agency Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.



Attachment 1

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	
Phone Number:	
Email:	
User Agency Delivery Address:	
Delivery Date:	

LEASE TERM	
Total Lease Term:	
Initial Term:	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of **months**.
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		**Monthly Payment**
Manuf./Model Name:		
Serial Number:		
Accessories/Additional Components:		
Services/Maintenance:		
Total Monthly Payment (excluding per page click charges):		

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:		**Color per page Click Charge:**	

GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES AMENDMENT
TO
END USER LICENSE AGREEMENTS FOR
COMMERCIAL OFF-THE-SHELF SOFTWARE
Exhibit C

This Amendment is made the ____ day of ____, 2018 (the "Effective Date") between Pitney Bowes Inc., a corporation organized and existing under the laws of Delaware, and having its principal office at 3001 Summer Street, Stamford, CT 06926 (hereinafter referred to as "Licensor") and State of Georgia Department of Administration, on behalf of User Agency ("Licensee"). Licensor and Licensee may also be referred to in this Amendment collectively as the "Parties".
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized agents.

Recitals

This document is being used in conjunction with the Participating Addendum entered into subject to that certain NASPO ValuePoint Master Agreement No. ADSPO16-169897, as amended, by and between Pitney Bowes Inc. and the State of Georgia Department of Administrative Services; nevertheless, the Parties intend for this document (including any attachments) to amend certain provisions of those software license agreements referenced in Exhibit A of this Amendment.

Agreement

For the reasons recited above, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

Definitions

Agreement or Participating Addendum means that certain Participating Addendum dated as of _____, 2018 between Pitney Bowes Inc. and the State of Georgia together with all exhibits, attachments and other documents referenced therein.

Authorized EULA means any EULAs attached as Exhibit "B", together with any documents referenced or incorporated therein. Licensor warrants that every Authorized EULA is an unmodified copy of Licensor's standard form agreement.

Documentation means all materials supplied, directly or indirectly, to Licensees by Licensor, by any means or media that explain or facilitate the use of the Software, which may include, without limitation, any materials that describe the functional, operational, and/or performance capabilities of the Software; training materials; user, operator, system administration, technical, support, and other manuals or instructions; flow charts, and logic diagrams. Licensor will work in good faith to update documentation at regular intervals.
End User License Agreement ("EULA") means the license agreements referenced in Exhibit A and B attached hereto the term "EULA" does not include this Amendment.

DOAS means the Georgia Department of Administrative Services established by O.C.G.A. § 50-5-1, as amended, or its successor in interest. Pursuant to O.C.G.A. § 50-5-50 et seq. (informally known as the "State Purchasing Act", DOAS is authorized to canvass all sources of supply and to contract for the lease, rental, purchase, or other acquisition of all supplies, materials, equipment, and services other than professional and personal employment services required by the state government or any of its offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State covered by the State Purchasing Act. Consistent with its statutory authority, DOAS is acting solely in a representative capacity and on behalf of Licensees. DOAS is not a party to this Amendment. Notwithstanding any other provision, DOAS bears no liability for any party's losses arising out of or relating in any way to this Amendment).

Ordering and Confirming Documents means those documents exchanged between a Licensee and the Licensor to memorialize the number and configuration of licenses ordered and provided by Licensor. By way of example, ordering documents may include a purchase order or other instrument submitted by Licensee, and confirming documents may include a software key or license-specific identifying information, an invoice, or another document submitted by Licensor. Notwithstanding the foregoing, any order or confirming document must include the applicable software license agreement listed in Exhibit A and B.

Procurement Contract means the Agreement as defined above.

Software means any computer program such as encoded information, data or programmed instructions referenced on Exhibit "A", including any future service packs, maintenance updates, patches, fixes, or like modifications to the computer program by whatever name provided by Licensor, if any. In addition, Exhibit "A" excludes any computer program not identified in the Procurement Contract. For clarity, Exhibit "A" excludes all services, including without limitation, so-called "software-as-a-service" and "cloud services," application services, etc., even if included therein.

Attachments

Exhibit A – Software List

1. RELATIONSHIP BETWEEN THIS AMENDMENT AND THE AUTHORIZED EULAs.

1.1 Amendment to Authorized EULAs. Subject to the provisions of this Amendment, Licensee agrees to the terms and conditions of the Authorized EULAs and the Participating Addendum. Any EULA that is not an Authorized EULA is void and of no effect. Licensor represents that every EULA applicable to the computer programs referenced on Exhibit "A" has been attached to Exhibit "B" as an Authorized EULA.

1.2 Primacy of Amendment. The terms of this Amendment shall be given full effect prior to the application of any term in the Authorized EULAs. To the extent of any inconsistency or conflict, the terms of this Amendment take precedence over any similar terms in any Authorized EULAs. To the extent an Authorized EULA provides Licensee with options or rights in addition to or beyond those available under this Amendment, nothing in this Amendment is intended to limit Licensee's exercise of such options or rights.

1.3 Entire Agreement. Within the scope of this Amendment, as defined in Paragraph 2, the Participating Addendum, this Amendment, Exhibit "A" (the Software List), and the Authorized EULAs constitute the entire agreement between the Parties and supersede all other prior or contemporaneous agreements, representations, or discussions, whether oral or written. This Amendment and the Authorized EULAs shall apply notwithstanding any conflicting or additional provisions in Ordering or Confirming Documents.



2. LIMITED SCOPE OF AMENDMENT.

2.1 The use, licensing and service of Software is governed by the Authorized EULA as amended by this Amendment

2.2 Subject to the limits of item 2.1, this Amendment and the Authorized EULAs apply to all licenses of Software listed in Exhibit A licensed from Licensor by a Licensee during the term of.

3. TERM OF AMENDMENT. This Amendment shall remain in effect for the duration of any and all licenses of any particular copy of software purchased pursuant to the Procurement Contract.

4. LICENSE GRANT.

Please refer to the applicable EULA for license terms.

5. INTELLECTUAL PROPERTY INFRINGEMENT.

5.1 Please refer to the applicable EULA and the Participating Addendum. As used in this Paragraph 5, these terms are defined as follows: "Acquired Item(s)" means the Software listed in Exhibit A and the rights, or services, if any, set forth in the applicable Authorized EULA. "Affiliate" means any business connected with or related to Licensor. "Indemnitee" means Licensee, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, and employees who are receiving software pursuant to an Authorized EULA. "IP Right(s)" has the meaning set forth in the Participating Addendum (and the documents attached thereto or incorporated therein by reference).

5.2 In the event of any claim by any third party against an Indemnitee asserting or involving an IP Right which concerns any Acquired Item(s), Licensor shall indemnify Indemnitee as set forth in the applicable Authorized EULA.

Indemnitee must notify Licensor as set forth in the applicable Authorized EULA. . Indemnitee's failure to provide or delay in providing such notice will relieve Licensor of its obligations under this Paragraph 5 only if and to the extent that such delay or failure materially prejudices Licensor's ability to defend such claim. Licensor's defense of such claim against the State is contingent upon approval by the Attorney General of Georgia and appointment of Licensor's counsel as Special Assistant Attorney General. Indemnitee must reasonably cooperate with Licensor's defense of such claims or suits. Except for an injunction limited to requiring the cessation of use of an Acquired Item that is the subject of a claim, Licensor may not, without Licensee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened claim or action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened claim or action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Licensee's consent is necessary for any settlement that requires Licensee to part with any right or make any payment or subjects Licensee to any injunction, except for an injunction requiring cessation of use of an Acquired Item that is the subject of the claim.



5.3 In the event an injunction, order, or agreement shall be obtained against Licensee's use of any Acquired Item, Licensor shall, without in any way limiting its other obligations under this Amendment and at its sole expense: (a) use good faith, diligent efforts to procure for Licensee the right to continue to use, and to have used, the Acquired Item, and if such remedy is commercially impracticable, to then (b) replace or modify the Acquired Item so that it becomes non-infringing but only if the modification or replacement does not materially adversely affect the functionality of the Acquired Item or its use by Licensee. In the event that both of these remedies are commercially impracticable, Licensor may require that Licensee stop using the Acquired Item, refund to Licensee an amount equal to all money paid by Licensee therefore, and take all steps necessary to have any Indemnitees released from any further liability.

5.4 Licensor's obligations under this Paragraph 5 do not apply to a claim to the extent (a) that the claim is caused by a modification of Software made by Licensee; (b) that the claim is caused by Licensee's use of a superseded release of Software if the infringement would have been avoided by Licensee's timely implementation of an update or upgrade previously provided to Licensee, but only if such update or upgrade (1) was provided by Licensor at no cost or as part of either maintenance or a previous purchase by Licensee, and (2) does not materially adversely affect the functionality of the Acquired Item or its use by Licensee; (c) that the claim is caused by Licensee combining the Software with another computer program or hardware unless such combinations are recommended by the Documentation or otherwise suggested by Licensor or its Affiliates; (d) that the claim is caused by Licensee reverse engineering, decompiling, or disassembling Software; (e) that the claim arises from Licensee's use of any Software that is open source or freeware, but only if the open source or freeware is not incorporated or combined by Licensor in Software provided by Licensor; (f) that the claim is caused (1) by modifications made to the Software by Licensor or its Affiliates in accordance with a detailed, exact statement of specifications furnished by Licensee unless Licensor or its Affiliates knew or should have known that compliance with the Licensee's specifications would infringe an IP right, or (2) by compliance by Licensor or its Affiliates with specifications furnished by Licensee if Licensee knowingly relied on a third party's product to develop the specifications provided to Licensor or its Affiliates and failed to identify such product to Licensor or (f) that the claim is caused by a breach of Licensee of any of its obligations or representations set forth in the Authorized EULA.

The provisions of this Section shall constitute the entire liability of Pitney Bowes with respect to a copyright, trademark, trade dress, trade secret or patent infringement claim or suit.

5.5 Notwithstanding any other provision, Licensor's obligations pursuant to this Paragraph 5 are without any limitation whatsoever. Licensor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Amendment.

5.6 Paragraph 5 states Licensee's exclusive remedy for third party damages claims asserting a violation or infringement of the third party's intellectual property rights.

6. LIMITATION OF RECOVERY.

6.1 Limitation of Damages – Licensor. Except as provided in Paragraph 5 (Intellectual Property Infringement), Licensor's liability for damages, if any, for any cause whatsoever, and regardless of the form of action, shall in no event exceed an amount equal to the cumulative fees paid by Licensee to license the applicable Software. The foregoing limitation applies to the exclusion of any other limitation or exclusion of the remedies available against Licensor, the liability of Licensor, or the damages recoverable from Licensor.



6.2 Limitation of Damages - Licensee. Except as provided in Paragraph 7.2 (Audit Remedy; Exclusivity), Licensee's liability for damages, if any, for any cause whatsoever, and regardless of the form of action, shall in no event exceed an amount equal to twice the cumulative fees paid or payable by Licensee to license Software. Licensee's total liability for any obligation arising under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. The foregoing limitations do not apply to a loss incurred by Licensor to the extent the loss results because Licensee has created a derivative work from, reverse assembled, reverse compiled, or otherwise reduced to human readable form the Software without Licensor's prior written consent. Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

7. AUDIT.

7.1 Right to Audit; Misuse of Data. Licensor (or an independent third party engaged by Licensor to perform audits on its behalf) has the right to audit Licensee at Licensor's expense. Licensor shall conduct an audit and use the information obtained in an audit only to enforce Licensor's rights under, and to determine whether Licensee is in compliance with, the terms of this Amendment and any Authorized EULAs. Any audit will be subject to a confidentiality obligation and will take place upon not fewer than 30 days' notice, during Licensee's normal business hours, and in a manner that does not interfere unreasonably with Licensee's operations or compromise Licensee's information security protocols. Licensor's sole audit right regarding Licensee is provided by this Paragraph 7. Notwithstanding any other provision, Licensor's liability for intentional breach of its obligation regarding the use of information obtained in an audit is without any limitation whatsoever.

7.2 Audit Remedy; Exclusivity. If an audit reveals or Licensor otherwise discovers unlicensed use of Software by Licensee, Licensee shall either (a) promptly order and pay for sufficient licenses to permit all Software usage discovered and pay Licensor the difference between (i) the license fees that Licensee should have paid for such Software, based upon installation, and (ii) the actual license fees that Licensee paid for the software, based upon the amount purchased, or (b) immediately terminate any unlicensed use of Software and pay any applicable license fees for any noncompliance discovered from the time of noncompliant installation to the date of deletion. If a Distributor Contract exists, Licensee may order licenses from, and pay license fees to, a Distributor at a price established by a Distributor Contract. If Licensee's unlicensed use of the Software would be within the scope of license rights granted by this Amendment and the Authorized EULAs but for Licensee's failure to acquire an adequate number of licenses or an available license, Licensor's exclusive remedy for the unlicensed use shall be the remedy provided by this item 7.2. If Licensee fails to execute either option within a reasonable time, the foregoing remedy will not be considered exclusive. Licensor's right to conduct an audit is limited by any applicable statutory or regulatory limitations on access to public records.

8. LICENSEE'S RECORDS. For each license of Software acquired pursuant to this Amendment, Licensee agrees to retain records of that license for one year beyond the duration of that license, provided that Licensee has no obligation to retain records of a license beyond one year after Licensee ceases to retain a copy of the Software to which a license applies. Licensor may access Licensee's records as provided in the Georgia Open Records Act and any other applicable law. Except as stated in this Amendment, Licensor agrees that Licensee has no obligation to retain any records.

9. CONFIDENTIALITY & NONDISCLOSURE. This Amendment and the Authorized EULAs are subject to public disclosure. All provisions of an Authorized EULA regarding confidentiality or nondisclosure are subject to the Georgia Open Records Act and other applicable laws. Any duty of confidentiality or nondisclosure established by an Authorized EULA applies only to Software and Documentation that has been conspicuously marked with the words confidential, proprietary, or trade secret and only to the extent permitted under Georgia law.

10.TERMINATION. Please refer to the applicable Authorized EULA for termination provisions.

11.WARRANTIES. Please refer to Participating Addendum and the applicable Authorized EULA for warranty provisions

12.RIGHTS TO SOFTWARE OR DATABASE DEVELOPED BY LICENSEE. Nothing in this Amendment or any Authorized EULA shall be construed to give Licensor any rights with regard to computer programs developed by Licensee, regardless of whether or not such programs are connected to or embedded in Software or are functionally similar, in whole or part, to Software. Nothing in this paragraph grants a Licensee any rights to Licensor's intellectual property or to any derivative works.

13.GENERAL. Choice of Law & Choice of Forum. Both the rights and obligations of the Parties and this Amendment and any EULA, as well as any dispute, claim, or controversy arising out of or relating to this Amendment or any EULA, shall, in all respects, be established, interpreted, construed, enforced and governed by and under the laws of the State of Georgia, without regard to any provision governing conflicts of law. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Amendment without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Amendment, such proceeding shall solely be brought in the Superior Court of Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

13.1 Subject to Applicable Law. This Amendment is entered into pursuant to O.C.G.A. § 50-5-50 et seq. As a public entity, all of Licensee's obligations are subject to any applicable laws.

13.2 Taxes: Pursuant to O.C.G.A. § 50-25-8, DOAS is exempt from the assessment of State taxes on any property acquired or under its jurisdiction. The Customers that constitute State agencies, as defined by O.C.G.A. § 48-1-2, are exempt from the assessment of sales and use taxes as allowed by Law. In addition, DOAS and the Customers are exempt from federal taxes pursuant to 26 United States Code, Sections 4253(i) and (j). DOAS makes no representation whatsoever as to the liability or exemption from liability of the Service Provider to any tax imposed by any governmental entity. Prior to application of any such exemption, DOAS shall provide a valid and duly executed exemption certificate (Form ST-5 or its equivalent), certifying that DOAS is exempt from tax. DOAS further represents and agrees that any payment for Service under this Amendment shall be made directly to the Service Provider by warrant on appropriated government funds.

13.3 Alternative Dispute Resolution. No method of mandatory alternative dispute resolution shall apply to any dispute, claim, or controversy arising out of or relating to this Amendment or the Authorized EULAs.

13.4 CISG / UCITA. Neither the UN Convention on the International Sale of Goods nor the Uniform Computer Information Transactions Act (nor any non-uniform version) shall apply to this Amendment or the Authorized EULAs.

13.5 DOAS Participation In Contract Disputes. Consistent with its statutory authority, DOAS is acting solely in a representative capacity and on behalf of Licensees. Accordingly, DOAS is not a party to this Amendment and need not be joined as a party to any dispute that may arise out of this Amendment. With regard to this Amendment, the officers, agents and employees of DOAS are acting solely in their official capacity and need not be joined as a party to any dispute that may arise out of this Amendment.

13.6 Notices. In addition to any other obligations the parties may have regarding notice, all notices or other communications regarding termination, material breach, modification, or audit of this Amendment, an Authorized EULA, or a license covered by either shall be copied to DOAS and GTA, and Licensor, as appropriate, at the following addresses.

GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES:

DOAS Contracts and Compliance Director Georgia
Department of Administrative Services 200 Piedmont
Avenue, SE
Suite 1308 West Tower Atlanta, GA
30334

Cc: General Counsel

GEORGIA TECHNOLOGY AUTHORITY:

Georgia Technology Authority GETS
Contracts & Compliance 47 Trinity Ave.
Atlanta, GA 30334

LICENSOR:
Pitney Bowes Inc.
3001 Summer Street
Stamford, CT 06926
Attn: Assistant General Counsel – Government

13.7 Third Party Beneficiary. This Amendment and the Authorized EULAs are made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Amendment or the Authorized EULAs as a third-party beneficiary or otherwise.

13.8 Assignment. Except as set forth below, neither party may assign or transfer this Agreement, the Authorized EULAs, or any rights regarding either, without the prior written consent of DOAS. Reference Georgia Procurement Manual Section 7.6.4. Such consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer in derogation of this Paragraph shall be null and void.

13.9 Interpretation. Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of this Amendment.

13.10 Headings. The headings contained in this Amendment are for the purposes of convenience only and are not intended to define or limit the contents of this Amendment.

13.11 Publicity. Licensor agrees not to refer to Licensees in such a manner as to state or imply that either Licensor or its Software is endorsed or preferred by Licensee, the State of Georgia, or any unit of either. The foregoing shall not prohibit the Licensor from identifying a Licensee as a customer in a customer list.

13.12 Relationship Among Public Entities. Each Licensee's obligations and liabilities are independent of every other Licensee's obligations and liabilities. Termination of one Licensee does not constitute grounds for termination of a different Licensee.

13.13 Survival of Obligations. The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Amendment shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Intellectual Property Infringement, Limitation of Recovery, Audit, and General.

13.14 Waiver & Modification. No waiver of any default by either party shall act as a waiver of a subsequent or different default. The provisions of this Amendment and the Authorized EULAs may not be modified or waived except by another agreement in writing executed by an authorized representative of Licensee and an authorized representative of Licensor.

13.15 Anti-Indemnification & Anti-Representation. Any provision in the Authorized EULAs is void to the extent it imposes an obligation upon DOAS or a Licensee that would properly be characterized as an indemnity. Licensee makes no representations or warranties to Licensor, and any language to the contrary is void.

13.16 Statute of Limitations. Any provision in the Authorized EULAs is void to the extent that it modifies the statute of limitations or alters the time period within which an action must be brought.

13.17 Non-appropriations. Pursuant to O.C.G.A. § 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the Licensee determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Licensee cannot fulfill its obligations under the Agreement, which determination is at Licensee's sole discretion and shall be conclusive.

13.18 Attorneys' Fees. Except as otherwise provided in this Amendment, each party waives any claim it may have to recover attorneys' fees from any other party.

13.19 Privacy. Please refer to Participating Addendum

EXHIBIT A - SOFTWARE LIST

Business Manager Software License Agreement Distribution

Solutions SLMA

EULA ConnectRight Mailer

SendPro U.S. Terms of Use Subscription

SendPro U.S. Terms of Use with Equipment Lease

SendPro Enterprise on-Demand Subscription Services Agreement

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement between the City of Griffin and Norfolk Southern Railway Company for the installation and construction of four aerial longitudinal electric wirelines and two wood poles located parallel to the tracks at N. Hill Street and E. Broad Street. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The installation and construction of aerial longitudinal 7.2 kV electric wirelines and two wood poles located parallel to the tracks at N. Hill Street and E. Broad Street will serve the property located at 206 N. Hill Street. Due to a request for increased load at this site, an additional service line is required to serve the property.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The railroad permit fee is $13,507.62 and will be reimbursed to the City by the customer.

Submitted By:
Jennifer Freeman

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
1300642_City_of_Griffin_OH_Wireline_06_02_2022 FINAL.pdf
Installation Agreement Annoy Studios,Inc..pdf

DocuSign Envelope ID: 923763C1-8B5A-47D5-AF53-A3E4425A21A0

RAILPROS

May 31, 2022

Jacob Miller
CITY OF GRIFFIN
1010 N. Hill St.
Griffin, Georgia, 30223

RE: Proposed installation of Longitudinal (parallel to tracks) occupancy only of an Electric Power wireline

Coastal Division, at Mile Post S-251.43 To S-251.37
Griffin, Spalding County, Georgia
Latitude 33.2505871270407, Longitude -84.2629676695028 To Latitude 33.250627, Longitude -84.264003
NS Activity No. 1300642

Dear Jacob:

RailPros, a consultant for Norfolk Southern Railway Company ("Railway"), has reviewed the above-referenced request. Based on the information and documentation presented, Railway has no objections to the proposed work.

Attached you will find the requested offer of agreement for execution, by an official authorized to execute contract agreements on behalf of the Licensee. Please have the agreement executed via DocuSign. Note, however, that the attached offer of agreement does not constitute a binding contract, unless or until it is executed by both the Licensee and Railway.

In order for Railway to countersign the document, the following items are needed for review:

1. **Payment of the License Fee** in the amount of **$13,507.62** within the Application System;
2. **A separate Railroad Protective Liability Insurance policy**, as required in the agreement, with Railway as the named insured, and the Activity ID referenced in the description, submitted within the Application System; OR
3. The submission of the Risk Management Fee adds the specific project/activity to the Norfolk Southern Master Railroad Protective insurance policy, and as such no further railroad protective liability insurance coverage is necessary or requested.

NOTE: **No work shall be permitted on or about the Railway's property until the agreement becomes binding, and the Division Engineer or their authorized representative has reviewed and approved field services** for the project, such as *flagging protection*, *construction monitoring*, and *post-construction inspection services*. Once the above items are received, the fully executed agreement will be sent, along with the name and contact information for field service coordination.

If we have not received the executed agreement and corresponding payments and/or documents within sixty (60) days from the date of this letter, we reserve the right to cancel this request.

If you have any questions, please contact me in the portal.

Sincerely,

Laura Wilburn

Laura Wilburn
Real Estate Specialist

PO Box 642270
Omaha, NE 68164

P: (402) 965-0539 **F**: (866) 762 - 7619
www.railpros.com

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of May 2, 2022 (the "Effective Date") is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **CITY OF GRIFFIN**, a(n) Georgia Government Entity, whose mailing address is 1010 N. Hill St. , Griffin, Georgia 30223 (hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed installation and construction of **proposed installation of four (4) aerial longitudinal 7.2 kV electric wirelines and two (2) wood poles** (hereinafter called the "Facilities") located in, over or under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost S-251.43 To S-251.37, Coastal Division
- Latitude 33.2505871270407, Longitude -84.2629676695028 To Latitude 33.250627, Longitude -84.264003
- Griffin, Spalding County, Georgia

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application for the initial installation and construction of the Facilities; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of **THIRTEEN THOUSAND FIVE HUNDRED AND SEVEN AND 00/100 DOLLARS ($13507.62)**, and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

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2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Railway shall, at Railway's option, furnish, at the sole expense of Licensee, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Licensee, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the

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Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer or their authorized representative for the scheduling of Support Services as determined pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost of Support Services. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for the cost of Support Services provided by or on behalf of Railway.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials

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that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

~~11.~~ Indemnification. To the extent allowable by law, if any, Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway with an original Railroad Protective Liability (“RPL”) Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate, or (2) if the value of a given operations project exceeds $350,000, not less than a combined single limit of $5,000,000 per occurrence and $10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may

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submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended. The CGL policy shall provide additional insuredcoverage equivalent to ISO CG 20 10 11/85.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providingannual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers' Liability Insurance with limits of not less than $1,000,000 eachaccident $1,000,000 policy limit for disease, and $1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. Each insurance policy (excluding any RPL policy and Workers' Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.

(ii) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions arepermitted that would apply to the additional insureds, and there may not be any restrictionsin any policy that limits coverage for a claim brought by an additional insured against a named insured.

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(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies asadditional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Licensee over $50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste,

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on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

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(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and

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the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice

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that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
CITY OF GRIFFIN
P.O. Box T
Griffin, Georgia 30224
Attention: City Manager

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record

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and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

NORFOLK SOUTHERN RAILWAY COMPANY

BY: _____ BY: _____

Real Estate Manager WITNESS

City of Griffin, Georgia

By: _____
Douglas S. Hollberg, Mayor

Attest: _____
Jessica W. O'Connor, Secretary

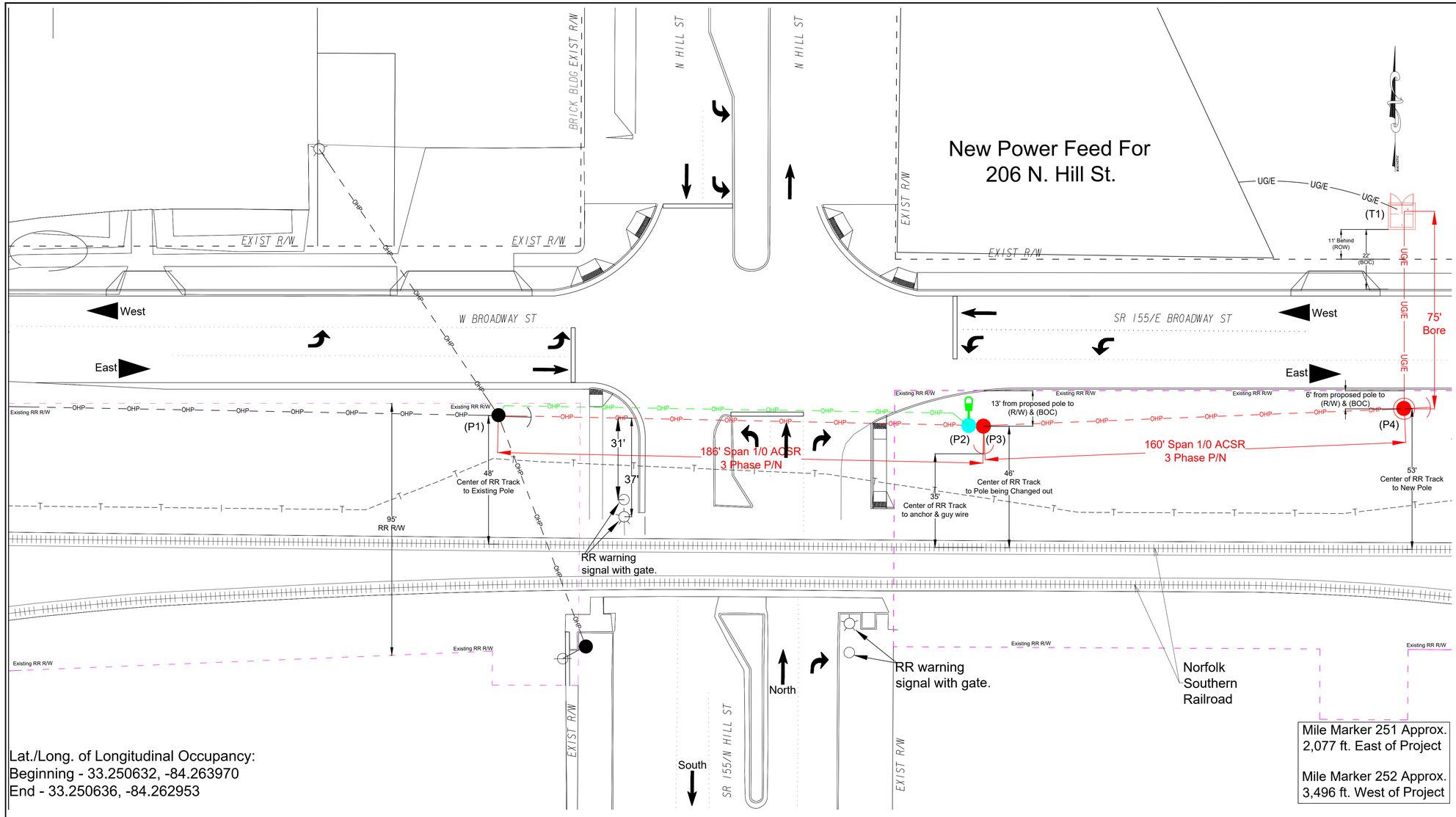
SEAL

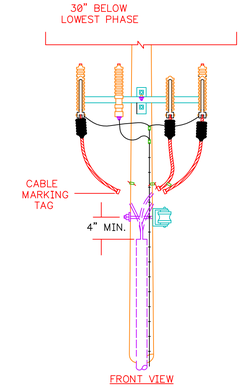
Approved as to form:

By: Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

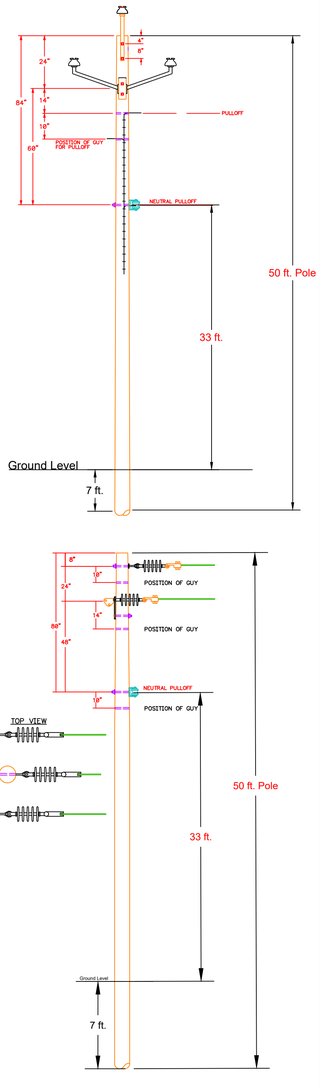
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New Power Feed For 206 N. Hill St.





Typical underground primary cable installation
from overhead pole.
Primary Cable Buried at
(Minimum of 48" to 60" Max depth)



Lat./Long. of Longitudinal Occupancy:
Beginning - 33.250632, -84.263970
End - 33.250636, -84.262953

Griffin Power is proposing to extend our power lines for the customer located at 206 N. Hill St.. to be served from the side of the building facing E. Broadway St. This will put our new expansion on the RR right of way. By rerouting this service, it will allow the customer to upgrade their current service. To do the expansion to feed this customer, we would like to extend our existing power lines from pole labeled (P1) on the drawing above, located on the southwest corner of the N. Hill St. & Broadway intersection. From this point, we would extend our power line east. This would include changing out one existing pole in the RR R/W labeled (P2) from a 45'-2 to a 50'-2 pole being labeled (P3) & adding a second pole shown labeled as (P4) within the RR R/W. Also from the pole being added, we would riser down and go underground under the road on E. Broadway/SR155 to get back to the customer at 206 N. Hill St.. We will not be crossing any RR tracks by aerial or underground power. This work will all be completed parallel to the RR track & as close to the RR R/W line as possible.

Griffin Power will install the following at each labeled point on the proposed drawing:
P1: (1) C7S; Approx. 346 ft. of 1/0 ACSR 3 phase primary & neutral cable.
P2: Transfer secondary & street light to pole (P3); Pull old pull after At&t transfers.
P3: (1) C1F; (1) 50'-2 wood pole; (1) E1 guy; (1) F1S anchor.
P4: (1) C7S; (1) UM2-5A; (1) 50'-2 wood pole; (1) E1S sidewalk guy; (1) F1S anchor; Approx. 145' of 3 phase 1/0 primary cable to go to new xfmer.
T1: (1) Padmount transformer; (4) 2" HDPE red conduits; Will go approx. 75' under the roadway from (T1) to (P4).
(186' Span of 1/0 AL. ACSR 3 phase primary & neutral from Pole P1 to P3)
(160' Span of 1/0 AL. ACSR 3 phase primary & neutral from Pole P3 to P4)

EXHIBIT A

Central of Georgia Company
Accompanying Agreement With
City of Griffin

Activity No.:	1300642	**E.S.:**	13274+03 To 13270+91
Division:	Coastal	**Mile Post:**	S-251.43 To S-251.37
Val Sec:	13	**Map No.:**	4
City:	Griffin	**County:**	Spalding
State:	Georgia		
Lat:	33.2505871270407, 33.250627	**Long:**	-84.2629676695028, -84.264003

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications **dated 4/8/22**

BLASTING NOT PERMITTED

0 5' 10' 20' 40'
1"=20'-0"

SYMBOL LEGEND	
RED FOR INSTALL	
BLUE FOR REMOVE	
GREEN FOR TRANSFER	
GRIFFIN POWER POLE	
Overhead to U.G. POLE	
U.G. TRANSFORMER	
Street Light	
Guy & Anchor	
(EOP)	
Center Line	
(RR-R/W)	
7.2-Kv Primary Voltage	OHP
7.2-Kv Primary Voltage	UG/E
Railroad Track	

Griffin Electric DEPARTMENT

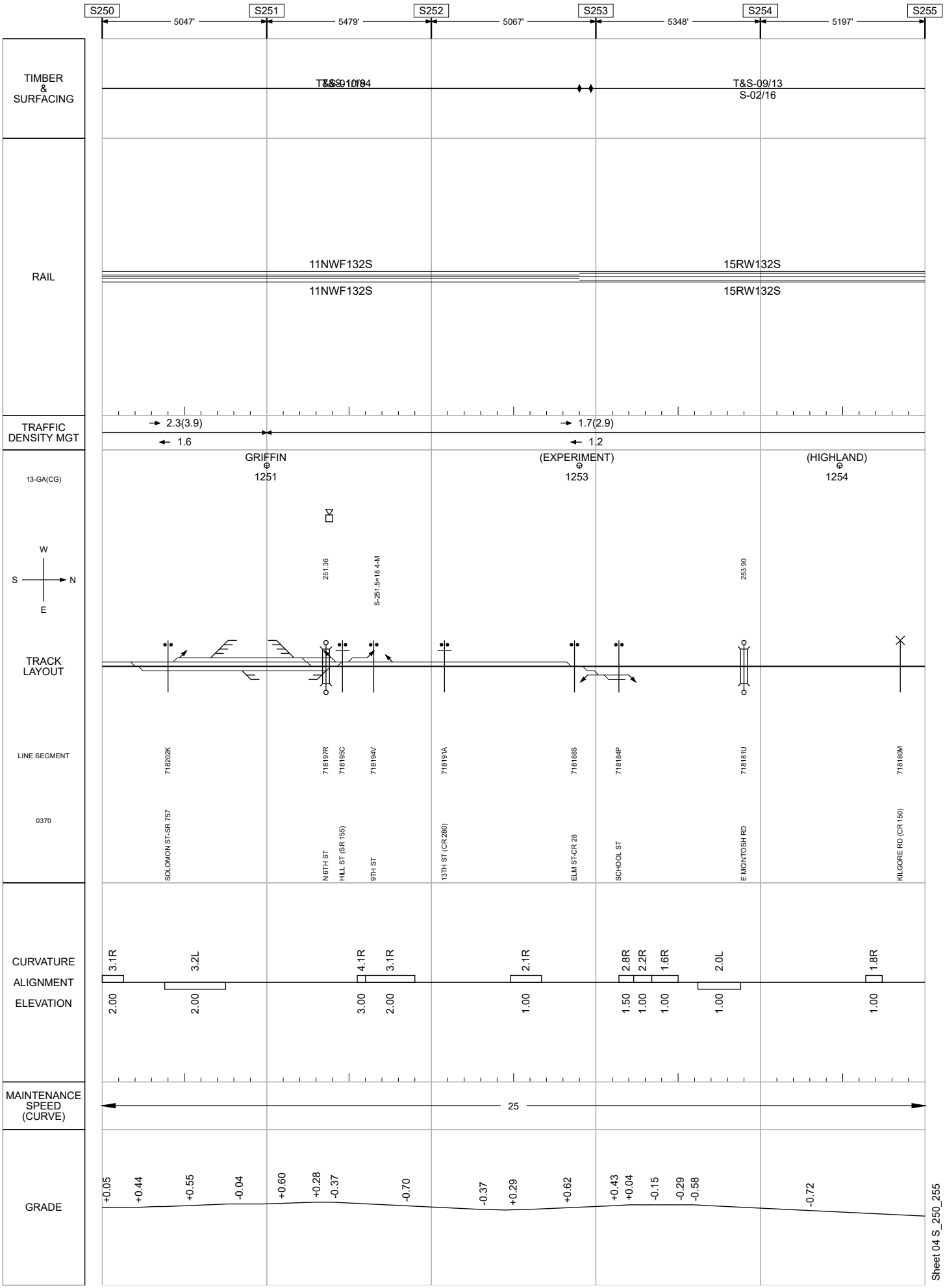
811 Know what's below. Call before you dig.

City Of Griffin
Extending Distribution System
206 N. Hill St. Griffin, Ga. 30223
Proposal for New Pole Installation

Engineer: J.M.	Drafter: J.M.
Date: 12/02/21	Scale: 1:20
Drawing No.: RR/Permit01	Sheet No.: 001 OF 001

THIS IS A CAD DRAWING, DO NOT REVISE MANUALLY.

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Sheet 04 S_250_255

General Reference Only - Not for Operational Purposes

revised April 1, 2019

Griffin Power

New or Upgraded Electric Services Installation Agreement

Policy EL-038_2

The purpose of this agreement is clarify the general policies and procedures for the installation of services by Griffin Power ("the City"). Should you have any questions or need additional clarification, please contact our Technical Services Division at 770-229-6406 to prevent any misunderstanding, unnecessary delays or expense.

1. The City shall determine where the location of services, including the metering point. Any necessary easements shall be obtained by the customer and must be notarized and received by the City before work will be scheduled.

2. The service address must be clearly posted and visible from the street.

3. A city-approved meter base must be installed prior to a work order being released for installation of services. We will not attach services to any meter base that is not approved by the City of Griffin Electric Department.

4. Installation will be scheduled according to workload, weather, availability of materials, etc. The installation schedule is non-negotiable.

5. A clear, obstruction-free path from our origination point of power to the meter base must be provided by the property owner and shall be accessible by line construction vehicles.

6. The property owner is responsible for removal, replacement and/or repair of all landscaping.

7. The property owner is responsible for compaction of soil after backfilling by the City.

8. A release for power from the appropriate City of Griffin or Spalding County building inspector is required before services will be energized. There is no exception to this rule.

9. Should failure to meet any of the guidelines set forth in this agreement result in multiple trips to the site by City of Griffin Electric Department staff, the customer will be charged per trip at the current rate.

10. Any costs due to changes in the installation design after the final drawing is approved will be the responsibility of the customer.

Overhead Services

11. A secure point of attachment (ie: eyebolt, weather head) must be provided. The City will provide an eyebolt at no charge to be installed by the property owner or his contractor. The service mast must be rigid conduit no less than two inches in diameter

12. The City will provide up to two poles and three spans of wire to serve a new or upgraded service. Additional poles and wire needed to serve the premises will be charged to the customer at the actual cost for materials and labor. Poles cannot be set in rock. If excessive rock is found, it will be the responsibility of the property owner to clear the rock at the site of the pole(s) at his/her own expense.

Underground Services

13. The property must be at or within one inch of final grade prior to having services installed.

14. The property owner is responsible for locating and marking all privately owned underground utility lines (water, sprinkler system, electric, sewer, drain fields, etc.).

15. The City will not trench across yards to serve the opposite side of a structure.

16. If excessive rock is found during the trenching process, it will be the responsibility of the property owner to clear the rock from the pathway at his/her own expense. When a property is pulled from the list for excavation work to be done by the property owner, it will be completely removed from the list. The City will inspect the site when notified that all rock has been removed, and, provided all requirements have been met, will place the
installation back on the list. When it is added back to the list, it will be added at the bottom of the list.

17. If service installation requires crossing under new drives and walkways, the property owner shall coordinate installation of services prior to pouring or paving.

18. Should it be necessary to cross under existing walkways or driveways, the property owner is required to provide adequate conduit to place under the paved services. There is no extra charge for the City to install this, but conduit must be on site at the time of installation.

19. Should it be necessary to install wire beneath existing pavement, the property owner will be responsible for providing saw cuts as marked by the City for the purpose of trenching. A clear, unobstructed path at least eight feet wide is required for trenching.

20. The customer is responsible for the entire cost of installation of secondary underground service, to be paid prior to installation, at the City's current established construction rates.

21. The customer is responsible for the entire cost of installation of primary underground service, to be paid prior to installation, at the City's current established construction rates.

22. The developer is responsible for the cost of underground installation to new subdivisions, or the extension of existing subdivisions, to be paid prior to installation, at the City's current established construction rates.

By signing below, I hereby agree to the Service Installation Policies and Procedures as listed above.

Print Name: Shedrick Peeples Date: 5/6/2022

Signed: _____ Phone: 404.984.0368

Witness: Keith Mathis Date: 5/6/2022

Work Location: 206 N. Hill St.

Company Name: Annony Studios, Inc.

Address: Email: Shedsms@gmail.com

City: _____ State: _____ Zip: _____

Installation Cost(s): $19,237.62

Notes/Special Circumstances: Griffin Power will extend the overhead line on E. Broadway St. then have conduit bored underground to location shown on drawing. Fee's for project include bore at $1800.00; UG primary wire 405 ft. at $6.00 per ft. = $2430.00; RR submittal fee of $1500.00; RR Payment & License fee $13,507.62. Customer is responsible for all charges listed above & if any more fee are requested from Norfolk Southern Railroad. City of Griffin nor contractor will be responsible if any damage's occur while installing requested new service on customer's property.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a service agreement with MR Systems, LLC, Single Source, for the preventive maintenance and repair services for instrumentation and controls, telemetry equipment and SCADA software and hardware in the amount of $2,520.00. *Director Watershed Management, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is an annual service agreement with MR Systems LLC to perform SCADA and instrumentation and controls integration for the Water and Wastewater Department equipment.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Planned FY23 budget expense in Technical Services account 505-4432-52-1300.

Submitted By:
Brandon Lewis

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
MR_Systems-Griffin_Service_Agreement_-_Silver_Level__002_[41].pdf
FY23 Sole Source - MR Systems.pdf
FY23 Reg PO - MR Systems.pdf

March 29, 2022

SILVER LEVEL

SERVICE AND PREVENTIVE MAINTENANCE AGREEMENT

In accordance with the provisions of this Agreement, preventive maintenance and repair services for instrumentation and controls, telemetry equipment and SCADA software and hardware will be provided by **MR Systems, LLC** for the **City of Griffin, GA** hereinafter referred to as the **Customer**. This document and its attachments constitute the entire Agreement; no representations are made other than those contained herein.

Under this agreement, MR Systems, LLC is available to perform instrumentation and control system maintenance and repair services for all facilities and sites owned or maintained by the Customer.

A. Scheduled Instrumentation and Control System Services

1. Services Included in Monthly Billing

Included in this agreement is one (1), eight (8) hour visit per year to provide Data Doctor Service which consists of program backups for all SCADA computers, PLCs, RTU, controller and radios. If more time is required to complete this service, it will be charged to the Customer at the agreed upon rates below. An electronic copy of all backups will be provided to the customer and a second copy will be maintained offsite by MR Systems.

2. Additional Billable Services to be provided at the Customer's Request

MR Systems, LLC will furnish a Field Service Representative for two (2) service visits per year, one visit each six months to repair and keep in good working order the instrumentation and control systems owned by the Customer. Each trip will provide a minimum of two (2), eight (8) hour days of service time and will be charged to the Customer at the agreed upon rates below. The actual number of days and frequency of trips will be determined by the customer.

During each visit the Field Service Representative will perform repairs, calibrations, and preventive maintenance services as directed by the Customer's designated personnel. At the request of the Customer, additional service or repair time may be provided, and service trips may be canceled or shortened.

Training of customer personnel is offered in this agreement at a discounted rate. Some classes are two days in duration and some classes are three days in duration. Training classes are held regularly in MR Systems' Norcross, Georgia office. Hotel and meal expenses are provided by MR Systems. Travel to and from Norcross, Georgia is the Customer's responsibility.

B. Unscheduled Billable Service

Upon request by the Customer's designated personnel, MR Systems, LLC will provide a Field Service Representative, Software Engineer, or both if required, to perform repairs to damaged or faulty instrumentation, controls, and/or telemetry system equipment. MR Systems, LLC will be "on call" 24 hours per day, 7 days per week, to receive calls for service from the Customer. MR Systems, LLC will respond to your calls for service within two (2) hours of receipt of your call.

Field service or software labor will be provided to assist you in correcting the following types of problems:

1. Perform repairs to failed or damaged instrumentation and control system hardware, telemetry equipment, and other equipment and devices as directed by the Customer's designated personnel.

2. Provide assistance to the Customer in making additions or modifications to the SCADA system and instrumentation and control system. This would include making applications software modifications as well as performing hardware (PLC, RTU, etc.) additions.

3. Provide periodic calibrations of process measurement equipment such as tank level transmitters, pressure transmitters, flow meters, DO analyzers, pH analyzers, etc. as directed by the Customer.

4. Provide assistance to the Customer with recovery of the system after SCADA system failures due to computer system hardware failures, software failures, RTU or PLC component failures, lightning, vandalism, floods, etc.

5. Provide labor and technical expertise to assist the Customer with the installation of new PLC equipment, process transmitters, radio equipment, or modifications to existing site instrumentation or other equipment.

6. Provide supplemental training for plant personnel on the HMI software product, PLC programming, instrumentation repairs or calibrations or other training relating to the overall SCADA and instrumentation system.

C. Emergency Service

Upon notification by the Customer that emergency service or emergency repairs are required, MR Systems, LLC will respond via phone within two (2) hours of receipt of your call.

D. Repair Parts and Instrument Repairs

When replacements of components or equipment are required, MR Systems, LLC would utilize spare parts from the Customer's parts inventory whenever possible. Service Reports, as described below, will include details of any spare parts used during service visits. This will allow you to replace your inventory as necessary.

Components or parts not in inventory would be obtained by MR Systems, LLC Procurement of such parts would occur solely at the direction of the Customer. For those parts obtained by MR Systems, LLC, we will invoice the Customer for the cost of such parts, plus a margin of 20%, plus shipping.

Repairs of circuit boards, instruments, or other electronic equipment will also be performed by MR Systems, LLC as directed by the Customer.

E. Service Reports

Following each service call, a detailed Service Report will be supplied to the Customer. This report will document any repairs performed, possible reason(s) for the problem(s), suggestions as to how future problems could be avoided, and an itemization of all labor and materials utilized to repair the problem.

F. Contact Personnel

The Customer's official contacts (i.e. individuals authorized to obligate Customer for service charges) are:

Contact Name	Phone Number	E-mail Address
Brandon Lewis	770-229-6424	blewis@cityofgriffin.com
Gibb Cotton	770-233-2929	gcotton@cityofgriffin.com
Mike Melton	678-692-0143	mmelton@cityofgriffin.com
Martha Drolet	770-233-2974	mdrolet@cityofgriffin.com
Ibn Shakir	470-497-3385	ishakir@cityofgriffin.com
Marrio Walker	770-229-6609	mswalker@cityofgriffin.com
Wally Brown	770-229-6608	wbrown@cityofgriffin.com

During normal business hours (8:00 A.M. to 5:00 P.M.), afterhours, holidays, and weekends calls for service should be made to MR Systems' Atlanta office, which is monitored 24 hours per day, at (678) 325-2800. Calls can also be directed to the MR Systems' personnel on the attached contact list.

G. Terms, Cancellation, Billings

The terms of this agreement may be renegotiated, modified, or canceled as agreed to by both parties.

This Service and Maintenance Agreement will begin upon receipt of a purchase order and will continue for a period of one (1) year. Either party may terminate this contract by giving written notice at least 30 days prior to the anniversary date of this agreement. It is further agreed that the contract price may be adjusted annually based on changes in our prevailing cost of labor as compared to such costs at the beginning of this agreement.

The hourly rates and monthly maintenance fees for this Service and Preventive Maintenance Agreement have been calculated based on the current prevailing labor rates. The rates are provided based on costs at the time of contract execution and will be subject to a 3% price escalation at each contract renewal during the term of this agreement.

Notice of an adjustment shall be given 45 days prior to contract expiration date. Unless canceled by one party or the other, this contract will automatically renew itself on a yearly basis. The Contract effective date will be July 1, 2022 and continue for a period of one (1) year.

Detailed service reports with itemized labor and materials reports shall be submitted with each billing where applicable. Applicable sales and use taxes will be added to the cost of billings for repair parts or materials supplied by MR Systems, LLC.

H. Charges

Under this Service and Maintenance Agreement, scheduled and unscheduled service calls and support will be billed as follows:

Expense	Normal Business Hours	After Hours, Weekends, Holidays
Project Management & Engineering Labor	$147 per hour	1.5 times the Normal Rate
Electrical Design Labor	$116 per hour	1.5 times the Normal Rate
Drafting or 3D Graphics Design Labor	$90 per hour	1.5 times the Normal Rate
Field Service Tech Labor	$109 per hour – 8 hour minimum	1.5 times the Normal Rate
Software Engineer Labor	$126 per hour – 8 hour minimum	1.5 times the Normal Rate
Travel	Current IRS Rate	
On-Site Living	$150.00 per day	
Supplies & Equipment	Actual Expense plus 20% Margin	
Data Doctor Services	$126 per hour – One day onsite included	
Phone Support	$126 per hour – 2 hours/month included	
Software & Hardware Training	$575 per person per day*	

* = Includes hotel and meal expenses. Travel expenses to and from Norcross, GA are not included. If the Customer sends three or more individuals to one class, there is a 15% discount.

I. Monthly Maintenance Fee

MR Systems, LLC will bill the Customer a monthly maintenance fee of **$210.00 per month** or **$2,520 annually** to cover MR Systems' costs for maintaining constant 24 hours per day, 7 days per week service support on your behalf. This fee includes 2 hours of telephone and remote diagnostics support each month to answer technical questions or provide other support services. This fee offsets the substantial reduction in labor rates between our "on-demand" service rates and the "contract" rates in effect under this agreement.

MR SYSTEMS
Advanced Systems. Proven Solutions.

J. Liabilities

MR Systems, LLC will indemnify the Customer against any liability for expenses associated with repair of damage to property or persons when caused by the negligence of MR Systems, LLC

Consequential Damages - MR Systems, LLC shall not be liable, in any event, for loss of anticipated profits, loss by reason of plant shut-down, non-operation, or increased expense of operation of other equipment, processes, or systems, or other incidental or consequential loss or damage of any nature arising from any cause whatsoever.

K. Authorizations

Accepted by City of Griffin, GA:

Name: Douglas S. Hollberg

Signature: _____

Attest: _____
Jessica W. O'Connor, Secretary

Title: Mayor

(SEAL)

Date: _____

Accepted by MR Systems, LLC:

Name: Heather Dudek

Signature: H. Dudek

Title: Customer Service Manager

Date: 3/29/2022

Approved as to form:

Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

MR SYSTEMS Advanced Systems. Proven Solutions.

President and CEO

Tom Hopkins
thopkins@mrsystems.com
(678) 325-2829 Office
(770) 519-1299 Mobile

Chief Operations Officer

David Foster, P.E.
dfoster@mrsystems.com
(678) 325-2828 Office
(770) 519-1293 Mobile

Regional Manager

Alan Newsom
anewsom@mrsystems.com
(678) 325-2825 Office
(770) 833-9492 Mobile

Customer Service Manager

Heather Dudek
hdudek@mrsystems.com
(678) 325-2833 Office
(770) 841-0508 Mobile

Project Managers

Al Legare
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(678) 325-2863 Office
(843) 509-0149 Mobile

Jawed Qadir
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(678) 325-2855 Office
(678) 213-6656 Mobile

HMI Programmers

Erik Doepke
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(678) 325-2814 Office
(770) 312-2455 Mobile

PLC Programmers

Kurt Otto
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(678) 325-2836 Office
(770) 676-8753 Mobile

Ken Ditto
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(678) 325-2859 Office
(678) 372-1166 Mobile

Callie Still
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(678) 325-2839 Office
(678) 920-4991 Mobile

Field Service Engineers

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(843) 301-0443 Mobile

Dustin Taylor
dtaylor@mrsystems.com
(678) 512-9201 Mobile

Brandon McCranie
bmccranie@mrsystems.com
(678) 371-2446 Mobile

24/7 Support: 888-564-5688

CITY OF GRIFFIN
FY23 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

○ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

◉ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity: SCADA and Controls/Instrumentation Services

Detail the research that has been done to qualify this for selected method of procurement:

Supplier/Source Name/Address: **MR Systems, LLC**

Supplier/Source Contact: **Heather Dudek** **Phone:** **678-325-2800**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

Silver level maintenance agreement which includes guarantee of 24/7 service support, 2 hours of telephone and remote diagnostics support each month. Offset of labor rates for on-demand services.

Is this a 1-time procurement? Estimated expenditure- one-time _____ OR - annual spend 2,520

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

MR Systems has been the only approved SCADA and I&C integrator for all of the Water and Wastewater department construction projects and upgrades of existing SCADA and controls systems. MR Systems has designed and installed these systems at all Water and Wastewater facilities in Griffin.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request:	7/1/2022	Requestor:	Brandon Lewis		
Department:	Watershed	Dept Accting Code:	505-4432-52-1300	Phone:	770-229-6424

Purchasing Use Only ⇓				**Finance Approval:**	
Comment:					
Date Processed:		Date Posted to GPR:		Solicitation #:	
Outcome:					
Awarded Sole Source:		Issued PO/Contract:		Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 7/1/22

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

MR Systems, LLC
1185 Beaver Ruin Rd
Suite A
Norcross, GA 30093
hdudek@mrsystems.com
Ph: 678-325-2833 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Watershed
100 South Hill St
Griffin, GA 30223

ATTN: Brandon Lewis

Phone: 770-229-6424 Fax: _____

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.
*Terms: Net 30 unless otherwise specified on PO	

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** **Y**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Silver Level Service and Preventative Maint	505 - 4432 - 52 - 1300 0000	1	ea	2,520.000	2,520.00
Agreement - 7/1/22 through 6/30/23					
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: _____ **Totals: $** **2,520.00**

FY23 Purchase Order

COG USE ONLY ⬇ **COG USE ONLY** ⬇

PRICING METHOD: Watershed / Brandon Lewis / 7-1-22

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #
Copy emailed to Supplier	
	Supplier Notified

Dept / Requestor / Date **Purchasing / Date**

Brandon Lewis / 7-1-22

Department Mgr / Date **Finance Director / Date**

City Manager / Date **BOARD / Date**

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on May 24, 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

14/06/2022

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

05-24-22 Minutes.pdf

05-24-22 Minutes Workshop.pdf

FY 22-23 Budget Summary.pdf

FY22-23 Budget Presentation.pptx

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 24, 2022

Mayor Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included, Cora Flowers, Holly Murray, David Brock, and Rodney McCord. Also attending were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Tinsley arrived at 6:02 p.m.

Commissioner Ward was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Flowers
Invocation .....Mayor Hollberg

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Murray/Brock carried 5-0.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

There were no citizen comments.

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

1. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2022 and ending June 30, 2023. *City Manager Jessica O'Connor will address*

   Ms. O'Connor addressed the Commissioners and thanked them for a good workshop this morning. She stated that this is the first of two public hearings on the FY 23 budget. Ms. O'Connor noted that the City's public notice information was published in the Griffin Daily News on May 11, 2022, when the City advertised two public hearings on the budget: May 24, 2022 and June 14, 2022. The advertisement also included the date of the vote on the adoption of the budget on June 14, 2022. A copy of the budget has been available in the City Manager's office since Friday, May 13, 2022, and it has also been available on the City's website since Friday, May 13, 2022. No one has been in the City Manager's office to review the budget documents. Ms. O'Connor stated that staff is presenting a fair and balanced budget.

   There were no comments.

   Attached hereto and made a part hereof are Ms. O'Connor's budget narrative and power point presentation.

2. Receive comments regarding variance requests to reduce street frontage, lot width and lot area in the LDR-B zoning district for property located at 3 & 5 Terracedale Court. *Director of Planning and Development, Chad Jacobs, will address.*

   Mayor Hollberg stated that he has represented Mr. and Mrs. Dunson in the past with Rivers Insurance and may represent them in the future with Hollberg Insurance.

   Mr. Jacobs addressed the Commissioners stating that Mr. Dan Dunson requests variances in order to re-plat multiple properties he owns to correct title issues, for estate planning and to place accessory structures with the proper principle uses. The properties can't conform to minimum

street frontage, lot widths or lot size due to age of subdivision. Staff recommends approval of a variance to reduce minimum street frontage and lot width from 80 feet to 60 feet and a variance to reduce minimum lot size from .5 acre to .216 acre.

Commissioner Flowers asked for clarification of the boundary location of each lot.
There were no public comments.

CONSENT AGENDA

3. Consider amendment to the Granicus Website, Peak Agenda, and govService contract to remove govService and add OpenForms at no cost. *Sr. Systems Administrator Cody Stonica will address.*

4. Consider declaring certain out-of-life cycle information technology equipment surplus and sell through GovDeals online auction service (see attachment). *Sr. Systems Administrator, Cody Stonica, will address.*

5. Consider agreement with the Cybersecurity and Infrastructure Security Agency (CISA) to perform Cyber Hygiene Services including vulnerability scans of the City of Griffin's network at no cost. *Sr. Systems Administrator, Cody Stonica will address.*

6. Consider a lease agreement between the City of Griffin and Caring Hands United, Inc. for Suite 502 in One Griffin Center in the amount of $9,012.08 annually, which will supersede the current lease for Suite 525 expiring August 31, 2022. *City Manager, Jessica O'Connor, will address.*

7. Consider additional services agreement with Flock Group, Inc. for the addition of 10 Flock LPR Cameras and 1 Flock Mobile LPR Camera for an initial cost of $31,500 for year one, which includes set up and installation, and a recurring cost of $28,000 each year for years two and three, and amend the budget accordingly. *Police Chief, Michael Yates, will address.*

Motion/second to approve the Consent Agenda by Commissioners Murray/Tinsley carried 6-0.

REGULAR AGENDA

The Regular Agenda includes items that the Commission will individually consider and on which they will possibly take action.

8. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on May 10, 2022.

Motion/second to approve minutes of the City of Griffin Board of Commissioners' Regular Meeting on May 10, 2022 by Commissioners McCord/Brock carried 5-0-1.

Commissioner Tinsley abstained as he did not attend the meeting.

9. Consider variance requests to reduce street frontage, lot width and lot area in the LDR-B zoning district for property located at 3 & 5 Terracedale Court. *Director of Planning & Development, Chad Jacobs, will address.*

Motion/second to approve variance requests to reduce street frontage, lot width and lot area in the LDR-B zoning district for property located at 3 & 5 Terracedale Court by Commissioners Murray/McCord carried 6-0.

10. Consider an intergovernmental agreement with the Griffin Housing Authority for the acquisition of property located at the corner of East Solomon Street and North 5th Street. *Planning & Development Director, Chad Jacobs, will address.*

Motion/second to approve an intergovernmental agreement with the Griffin Housing Authority for the acquisition of property located at the corner of East Solomon Street and North 5th Street by Commissioners McCord/Flowers carried 6-0.

11. Consider the purchase of 18 tasers and taser supplies in the amount of $59,279.62 from Axon Enterprises Inc., sole source provider. *Police Chief, Michael Yates, will address*.

    Motion/second to approve the purchase of 18 tasers and taser supplies in the amount of $59,279.62 from Axon Enterprises Inc., sole source provider by Commissioners Tinsley/Murray carried 6-0.

12. Consider the purchase of four Ford Interceptor Police Vehicles in the total amount of $135,600.00 from Brannen Motor Company, single source provider, and amend the budget accordingly. *Police Chief, Mike Yates, will address.*

    Motion/second to approve the purchase of four Ford Interceptor Police Vehicles in the total amount of $135,600.00 from Brannen Motor Company, single source provider, and amend the budget accordingly by Commissioners Tinsley/Murray carried 6-0.

13. Consider a Task Order Form to the Master Services Agreement with Paragon Consulting Group, Inc. for City of Griffin Transfer Station Paving in the amount of $5,000.00 to provide construction documents and bidding documents for the paving of the Transfer Station access drives and parking lots. *Director of Solid Waste, Todd Ennis, will address.*

    Motion/second to approve a Task Order Form to the Master Services Agreement with Paragon Consulting Group, Inc. for City of Griffin Transfer Station Paving in the amount of $5,000.00 to provide construction documents and bidding documents for the paving of the Transfer Station access drives and parking lots by Commissioners McCord/Tinsley carried 6-0.

14. Consider the purchase of two Model 262D3 CAT Skid Steers in the amount of $104,954.00 (price includes $4,304.00 for a 3 year Preventative Maintenance warranty) from Yancey Bros, Inc. through Sourcewell State purchasing contract and amend the budget accordingly. In addition, consider declaring as surplus Unit # 913 a New Holland Skid Steer and Unit #920 a CAT Skid Steer. *Solid Waste Director, Todd Ennis, will address* .

    Motion/second to approve the purchase of two Model 262D3 CAT Skid Steers in the amount of $104,954.00 (price includes $4,304.00 for a 3-year Preventative Maintenance warranty) from Yancey Bros, Inc. through Sourcewell State purchasing contract and amend the budget accordingly. In addition, consider declaring as surplus Unit # 913 a New Holland Skid Steer and Unit #920 a CAT Skid Steer by Commissioners McCord/Murray carried 6-0.

15. Consider a contract with VHB, Inc. in the amount of $9,935 for biological monitoring in the Head's Creek and Shoal Creek watersheds. *Deputy Director of Stormwater, Brice Martin, will address.*

    Motion/second to approve a contract with VHB, Inc. in the amount of $9,935 for biological monitoring in the Head's Creek and Shoal Creek watersheds by Commissioners Murray/Tinsley carried 6-0.

16. Consider a contract between MEAG Power and the City of Griffin for the sale of up to 4.0MW of excess power to the cities of Evergreen, Alabama and Hartford, Alabama. *Electric Director, Jennifer Freeman, will address.*

    Motion/second to approve a contract between MEAG Power and the City of Griffin for the sale of up to 4.0MW of excess power to the cities of Evergreen, Alabama and Hartford, Alabama by Commissioners Murray/Tinsley carried 6-0.

17. Consider a resolution for a Georgia Fund Loan (GF2020019) to modify the loan amount to a total of $14 million from the Georgia Environmental Finance Authority for the Heads Creek Dam Modification for the Department of Watershed Management. *Director of Watershed Management Department, Brandon Lewis, will address.*

    Motion/second to approve a resolution for a Georgia Fund Loan (GF2020019) to modify the loan amount to a total of $14 million from the Georgia Environmental Finance Authority for the Heads Creek Dam Modification for the Department of Watershed Management by Commissioners Murray/Tinsley carried 6-0.

18. Consider License Agreement for art mural installation at the property owned by Three Rivers Regional Commission and commonly known as 120 N. Hill Street, Griffin, Georgia on the wall facing E. Slaton Avenue. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve License Agreement for art mural installation at the property owned by Three Rivers Regional Commission and commonly known as 120 N. Hill Street, Griffin, Georgia on the wall facing E. Slaton Avenue by Commissioners Murray/Flowers carried 6-0.

19. Consider a contract for mural art installation with Jaleel Wimbush for a mural to be located at the property commonly known as 120 North Hill Street, Griffin, Georgia on the wall facing East Slaton Avenue. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve a contract for mural art installation with Jaleel Wimbush for a mural to be located at the property commonly known as 120 North Hill Street, Griffin, Georgia on the wall facing East Slaton Avenue by Commissioners Murray/McCord carried 6-0.

20. Consider adoption of the Utility Incentive Program Resolution providing for updated terms of the City of Griffin Utility Incentive Program. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve adoption of the Utility Incentive Program Resolution providing for updated terms of the City of Griffin Utility Incentive Program by Commissioners Murray/Tinsley carried 6-0.

21. Appoint a Voting Delegate for the Annual Membership Business Meeting of the Georgia Municipal Association at the 2022 GMA Annual Convention in Savannah, GA on Sunday, June 26, 2022.

    Commissioner Tinsley nominated Mayor Hollberg.
    Motion/second to close nominations by Commissioners Tinsley/Murray carried 6-0.
    Appointed: Mayor Doug Hollberg

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

1. Ms. O'Connor thanked the department directors for their help with the budget.

2. Ms. O'Connor introduced Jeremy Stratton, the City's new Economic Development Director. Mr. Stratton addressed the Commissioners noting it is a pleasure to be here. He stated that Griffin is a great community, and he looks forward to working with everyone. He stated the department directors have been a great help. Mr. Stratton stated his downtown experience was in Danville, VA.

3. Open Enrollment for health care is this week.

4. Ms. O'Connor asked the Commissioners to respond to her regarding various invitations to events at GMA Annual Convention.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER REPORTS

Ward: Absent

Flowers: No comment.

Murray: Commissioner Murray complimented Ms. O'Connor on the FY23 budget presentation at the workshop noting that it was one of the best she has heard during her time as a commissioner.

Brock: No comment.

Tinsley: No comment.

McCord: Mr. McCord reminded all that it is graduation season, and please remember to be safe. He noted the tragic shooting at the Texas elementary school and stated his hope and prayer that these senseless acts of violence will come to an end.

Hollberg: Mayor Hollberg reminded all that June Jam is Saturday, June 11. There are a few tables remaining. He stated that his son, Marsh, graduated from University of Georgia as a 2nd Lt. and will be reporting to Fort Benning in July. Mr. Hollberg announced the opening of his new business, Hollberg Insurance Agency, LLC.

ADJOURN

Motion/second at 6:20 p.m. to adjourn the meeting by Commissioners McCord/Tinsley carried 6-0.

Respectfully submitted,

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

CITY OF GRIFFIN BOARD OF COMMISSIONERS
WORKSHOP
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 24, 2022

Mayor Hollberg presided, convening the meeting at 9:03 a.m. Commissioners attending included Cora Flowers, David Brock, and Rodney McCord. Also attending were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Murray arrived at 9:07 a.m.

Commissioners Cynthia Ward and Truman Tinsley were absent.

CALL TO ORDER

1. Fiscal Year 2022 - 2023 Budget Presentation. *City Manager, Jessica O'Connor, will address.*

   Ms. O'Connor addressed the Commissioners. She thanked Mr. Schwab and Ms. Thompson for all their hard work during the budget process, and she thanked the Directors for their patience through a difficult year and a difficult budget. The City acquired new budget software, and staff had to learn the software while working with a complicated budget. She thanked Ms. Trammel and Ms. Bartholomew for handling things in the office while she was working through the budget.

   Ms. O'Connor noted that the City's public notice information was published in the Griffin Daily News on May 11, 2022, when the City advertised two public hearings on the budget: May 24, 2022 and June 14, 2022. The advertisement also included the date of the vote on the adoption of the budget on June 14, 2022. A copy of the budget has been available in the City Manager's office since Friday, May 13, 2022, and it has also been available on the City's website since Friday, May 13, 2022. No one has been in the City Manager's office to review the budget documents.

   Ms. O'Connor stated that Staff presents a fair and balanced budget, and it is based on the goals and areas of importance established by the City Commissioners at the annual goals workshop: elimination of substandard housing, eradication of blight, trash, litter, and junk, downtown redevelopment, crime reduction and compensation study.

   Ms. O'Connor presented the revenues and expenditures for the FY23 budget. She highlighted capital expenses, personnel expenses, insurance expenses and fuel expense. Additionally, she noted expense highlights for the Enterprise Funds: Electric, Water/Wastewater, Stormwater, Solid Waste and Telecom.

   Attached hereto and made a part hereof are Ms. O'Connor's budget narrative and powerpoint presentation.

2. Consider an Executive Session pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

   Motion/second at 10:06 a.m. to enter Executive Session pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved by Commissioners McCord/Murray carried 5-0.

ADJOURN

Motion/second to adjourn at 10:31 a.m. by Commissioners Flowers/Murray carried 5-0.

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Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

FY 2022 – 2023 BUDGET SUMMARY

TO: **City Commissioners**
FROM: **Jessica W. O'Connor, City Manager**
DATE: **May 13, 2022**
RE: **Budget Synopsis**

In this memo and during the workshop presentation on May 24, I will attempt to summarize the highlights of the FY 23 Proposed Budget. I hope the verbal presentation, a copy of the PowerPoint, and this written synopsis will provide a comprehensive understanding of our proposed revenues and expenditures for all funds during fiscal year 2023.

We will devote the workshop on May 24, 2022 to reviewing the budget and answering your questions. If we have follow-up discussion, or any changes, we can schedule a workshop for June 14 or discuss minor changes at the June 14 regular meeting. We will have a public hearing on the evening agenda of May 24 for any public comments following the workshop presentation. We will have another public hearing during the evening meeting on June 14 and plan to vote on the FY 22-23 budget on the evening of June 14, 2022, after any additional public comments. Since the GMA Annual Convention is scheduled for late June and our June 28, 2022 meeting has been cancelled, we could call a meeting to have an additional discussion before June 30, if needed.

Markus, Angela, and/or I are available to review and answer any questions you may have at any time before final adoption of the budget.

Even more so than last year, this year's budget was difficult with the increased cost of services, particularly related to supplies and materials, personnel, and insurance costs. We projected a modest increase in revenue for this upcoming fiscal year based on an analysis of our current financials at nine months, projected growth over the next fiscal year, and an increase in collections of local option sales tax.

As is the case with most new programs, the implementation of our pay-for-performance plan last fiscal year had a slight learning curve, but the expected increase in employee morale, retention of qualified employees, and reward for those employees who exemplify the City of Griffin's mission to protect and enhance the quality of life was felt throughout the organization. We have again budgeted a 2% increase for each department to institute an increase in salaries for employees that have exceeded expectations, which have been documented through their annual personnel evaluations. Although not every employee will receive a 2% increase, we expect that all employees have performed to a level that deserves an increase in his / her salary.

We also realize that due to the sharp increase in inflation, the increased cost of everyday supplies and materials, and continual rising interest rates, a 2% increase will not continue to suffice as a livable wage for most of our current employees. At our January annual goals workshop, the staff and Commission agreed that a compensation study was needed to determine whether our pay grades were consistent with surrounding jurisdictions with similar demographics, socioeconomic factors, and other important statistics. The preliminary figures provided by our consultant, Evergreen Solutions, LLC ("Evergreen"), show a mixture of grossly underpaid positions based on the average of other jurisdictions, positions paid at the average of other jurisdictions, and a few positions paid above the average of other jurisdictions. We are still working with Evergreen to provide a solution for implementation of the compensation study in a phased approach while also balancing the cost to our citizens and our ability to continue to provide a high level of

service in an efficient and responsive manner for all the citizens. Therefore, although this document is presented as a balanced budget without a tax increase or a withdrawal from fund balance, there is no allocation for the compensation study, which will be needed as a possible budget amendment within the next six months.

While preparing this year's budget, we also found it imperative to focus on our other goals discussed at our annual workshop as well as our normal operations:

Substandard Housing
Blight / Trash / Litter / Junk
Downtown Redevelopment
Crime Reduction

We believe we were able to address these goals through strategic budgeting, creative solutions, and additional cuts in operating expenses and capital expenditures. We will elaborate on these in the following summary.

Personnel Changes

With changes in operations and a few retirements, there are more personnel changes than normal in this budget. Notable reclassification requests consist of the following:

1. Police Department – a vacant Patrol Officer reclassified to Sergeant in the Administrative Services Division. The CALEA requirements for training have increased, along with the increase in unique calls for service (i.e. mental health, homelessness, domestic, gang), which requires the need for a dedicated training coordinator for all divisions.
2. Fire Department – a Lieutenant reclassified to a Lieutenant and EMS Coordinator in the Fire Suppression Division. Similar to the Police Department, the requirements for training have increased, along with the calls for service that are medically related, which requires the need for a dedicated EMS coordinator.
3. I.T. Department – a Systems Administrator reclassified to a Cyber Security Administrator. With the increased threats to our cyber security network, it is necessary to have an employee dedicated to Cyber Security within the I.T. Department. With this reclassification, there was no change in compensation, only in title.
4. I.T. Department – a Senior Systems Administrator reclassified to an Information Technology Manager. The responsibilities of the I.T. and Telecom Departments are increasing each year with more software needed to operate City services, as well as with the expansion of the fiber network throughout the City. There is more administrative work requiring additional support for the Chief Technology Officer/I.T. Director.

Only a few changes resulted in positions being added or eliminated. In the General Fund, we added two positions – one in Accounting and one in Public Works. With the implementation of the budget software in fiscal year 21, we eliminated an Accountant I position for FY22; however, with a newer staff and recently implemented American Rescue Plan Act reporting requirements, the position is needed again in the Accounting Department. In the Public Works Department, we have added a new title of Public Works Operations Manager to assist the Director with the many divisions of the Public Works Department and to provide succession planning measures for future growth of the City. The Administrative Assistant position in Motor Pool is being unfunded to fill the position of Administrative Coordinator in Public Works, keeping

the total number of employees within the department the same as FY22; however, since Public Works is part of the General Fund and Motor Pool is an Internal Service Fund, there is a different number of employees from FY22 in these two funds.

Our Enterprise Funds need the most help with new employees because of our growing services. The expansion of our fiber network requires a systems engineer to build out the network, along with a support specialist (budgeted for half of the year, beginning January 1) for future operations and maintenance. Housing developments and annexations result in an increase in customers for our Solid Waste Department; therefore, we have added another equipment operator to operate as a swing driver and fill-in wherever needed throughout the department on any given day. The Watershed Management Department has seen the most changes, both in personnel and in facilities over the last few years. The new sludge facilities and the increased volume at our water and sewer plants has created more work than two administrative / management people can handle. The Department has been restructured to eliminate the position of Deputy Director of Water and Wastewater, and instead create a Water Operations Manager and a Wastewater Operations Manager. Additionally, a new GIS Technician is needed to ensure proper management of software tools and their integration into the existing GIS system. With the opening of the sludge facility, a Wastewater Operator I is also needed to operate that system.

Other financial personnel impacts are discussed below in Expense Highlights – Personnel.

Total Budget – All Funds

We have projected total FY23 revenues (all funds) at $139,522,385 up from $122,982,366 originally projected in FY22 (13.45%). This includes $1,000,000 CDBG revene (an increase from FY22's projected budget of $750,000), $130,000 TAD 1 (an increase from FY22's projected budget of $100,000), $480,000 TAD 2 (an increase from FY22's projected budget of $366,000), $0 SPLOST 2016 (as collections ended in April 2022), TSPLOST at $3,727,500, ARPA at $5,195,000, and all enterprise funds.

General Fund Summary

General Fund expenditures are projected to exceed revenue by $9,079,844 as compared to a projected $8,993,476 in original FY22.

We project total true General Fund revenue (minus transfers) to be up $3,249,433 from FY22 projections; however, we are continuing to be conservative in all of our revenue projections. Anticipated total tax revenue is up $957,450 (compared to $1,401,500 in FY22).

We have learned to rely on forecast modeling and our own growth projections, which has resulted in a projected increase of real and personal property tax revenue to $5,068,250 to reflect the growth we are currently experiencing. Actual collections in FY21 were $5,010,142 and collections in FY22 (through March) are 4,887,113. Of that, Motor Vehicle Tax and TAVT is expected to increase in the combination by $143,000. Actual collections in FY21 were $812,361 and collections in FY22 (through March) are $547,525.

Revenue Highlights

Total General Fund Revenue – projected increase of $3,249,4334(14.34%) (not including transfers)

The largest projected increase is in our LOST projections. We are currently (March) at 81% collections at 75% of the FY totaling $3,862,888. We budgeted $5,225,000 for FY23, a $475,000 increase from FY22.

Local Option Sales Tax – projected increase of $475,000 (10.00%).

Total Business Tax – projected increase of $189,000 (business occupation, financial institution, and insurance premium taxes) (7.92%).

Business License – increase of $20,000 (beer, wine, liquor and insurance regulatory fees) (8.70%).

Non-Business License and Permits – increase of $4,000 (zoning permits, sign permits, camera-ready fees and catering permits) (25.16%).

Regulatory Fees – projected increase of $57,000 (13.95%).

External Charges for Service – increase of $31,100 (plan reviews, demo recoveries, zoning applications, pavilion fees, and cemetery fees) (9.75%).

Fines and Forfeitures – increase of $482,000 (51.83%) (addition of school zone safety camera enforcement).

Rents – increase of $264,420 (137.02%) (rental of old Police Department building and restructuring of leases in One Griffin Center).

General Fund expenses are projected to increase $3,335,800 from FY22 projections but decrease drastically from current (as of March) FY22 Amended Budget ($5,073,900).

The transfer to the General Fund from other funds totals $10,928,400 compared to $10,618,389 in FY22 and $11,023,812 in FY21.

Our transfers out to other funds have decreased $336,357 from $2,184,913 in FY22 to $1,848,556 in FY23. Therefore, our net transfer is projected at $9,079,844 (FY23) compared to $8,433,476 (FY22). The transfers out of the General Fund have improved because of new, innovative management in place and better business decisions in those divisions receiving transfers from the General Fund.

Enterprise Funds – Revenue

Electric total revenues are projected to increase $1,240,250, not including transfers, from original FY22 projections (1.6%). Current fiscal year charges for service are on target at 74.81% of projections at 75% of the fiscal year.
Residential Service is projected to increase by $300,000 with the continued new housing developments; Commercial Service remains flat (at $17,877,500 compared to FY22 of $17,876,000); Industrial Service increased $667,570 (10.31%) with two new industrial customers coming online recently; PCA/ECCR decreased $92,900.

Based on recent market trends, off-system sales are projected to increase by $155,000 (106.90%) (at 75% of FY22 sales are at 152.12%), and contracts for 3rd Party sales to Evergreen, Hartford and Robertsdale Alabama decrease nominally to $1,063,290 (compared to $1,151,160 in FY22).
Delinquent penalty fees increased insignificantly from FY22 by $90. Reconnect fees and connection fees are projected to remain steady.

The Electric transfer to the General Fund is projected to be $8,796,000 compared to $8,712,440 in FY22, an increase of $83,560. The transfer is 15.5% of total operating revenue. Reserved earnings are $599,437.

Water / Wastewater operating revenues are up with an increase of $4,077,147 (16.11%). Wastewater revenue is projected to increase by $1,089,994 (2.46%) and Water revenue is projected to increase by $2,987,153 (18.02%).
Wastewater industrial projections increased $32,944; residential increased $385,780; commercial / institutional increased $451,169.
Water industrial / institutional increased $95,761; residential water revenue increased $179,501; commercial decreased $71,739.
Wholesale water revenue, excluding Spalding County, is projected to increase $2,5,86,690 (6.38%) mainly due to Coweta's consumption increasing to 5mg/day pursuant to the contract. The gross water revenue for Spalding County is expected to decrease $522,148 (5.18%); however, because the pass-through is also expected to decrease by 15.51% ($736,638), the net projected revenue from Spalding is expected to increase $21,490 (4.02%).

The W/WW transfer to the general fund is capped at $1,800,000.

Stormwater utility operating revenue projections increased $139,243, approximately 5.29% from FY22, and expenses decreased $227,453 (8.74%). Their total reserve this year is $398,519, and by ordinance, it is maintained within the stormwater fund with no transfer to the general fund.

Solid Waste operating expenses are projected to exceed revenues (not including non-cash expenses) by $181,220 with total revenue up $1,703,562. Residential collection revenues are up $507,000 (current residential customer total is 9,656) and commercial collections are estimated to increase by $81,500 (8.15%). Transfer Station fees are projected to increase by $180,000 to $1,680,000 and landfill fees are also projected to increase by $771,382, with a total revenue of $2,476,382 (45.24% increase).
We are still unable to budget for recycling fees at this time because we have not negotiated a contract with a new company; however, the unfavorable contract with Sonoco has been cancelled so a budget amendment could be forthcoming for recycling revenue. Operating revenues are projected to increase $1,703,562 (20.16%).

Telecom fund currently has operating revenue of $1,014,130, an increase of approximately $68,630 from FY22, with the increase coming from new customers. Additionally, with the use of American Rescue Plan Act money, fiber expansion will extend to residential customers within this fiscal year (dependent upon supply chain issues). This fund will have positive cash flow of $110,092.

Capital Requests

Our projected capital totals $14,141,899 up from $8,077,728 in FY22 and down from $31,182,432 in FY21. Of the $14,141,899, CDBG is budgeted at $1,473,781, SPLOST accounts for $140,000 of capital,

TSPLOST is $3,727,500 of capital, and ARPA is budgeted at $4,995,000. Without the FY23 CDBG, SPLOST, TSPLOST, and ARPA capital requests, the requested capital totals $3,805,618 compared to $5,785,090 in FY22 and $5,738,260 (without including $23M in GEFA notes for W/WW) in FY21. General Fund capital totals $1,389,025 compared to $361,700 in FY22 and $1,314,900 in FY21.

Expense Highlights

Personnel
Personal services and benefits for the City comprise about 25.64% in FY23 (compared to 28.39% in FY22) of our total budgeted expenses. Citywide, these numbers increased mainly for pay-for-performance and our GMEBS contribution.

Compensation and Benefits
Our current health insurance provider, CIGNA, proposed an increase to our current health insurance premiums of $956,367 (25.27%). MSI Benefits, our insurance broker, received a quote from Meritain – Aetna self-insurance at a cost of $5,252,629 with a $1,500 deductible (same as current), out of pocket costs remaining the same as those currently in place. This results in an increase in health insurance premiums of $80,183 (2.12%). The City is again going to absorb the increase in health insurance premiums with this change in provider and going self-insured, which will eliminate passing the increase on to employees.

Again this year, at our annual goals workshops, both with staff and Commissioners, a priority was placed on a 2% raise for our employees. Although those raises are budgeted "across the board" by department with their current salaries, raises will be given based on the most recent annual evaluation of each employee and the metrics adopted in the pay for performance plan.

Although this continues to be a step in the right direction, it does not solve our recruitment issues that are being seen nationwide. Particularly, our lower level positions are not even receiving applications for openings; as of April 30, we have 44 vacancies (compared to 48 in April 2021) across the City. Without an increase to those positions that are underpaid based on the forthcoming results of the compensation study, we expect to continue to see vacancies that may result in discussions about discontinuing some services.

Our retirement contribution increased $492,358 with the plan and employee contribution remaining the same. Our workers compensation decreased $29,420, which is on a calendar year rather than a fiscal year budget cycle. Property and casualty coverage increased $112,345 (17%). Our retirement insurance plan decreased slightly by $9,000.

We were able to keep our rates the same for all of our other plans - dental, vision, life, long term disability, EAP, and firefighter cancer benefit fund. Coverages within these plans have not changed, though the dental plan carrier is changing from CIGNA to Aetna.

Overall, our Personal Services and Benefits budget increased $1,513,473 (<4.4%), compared to $2,374,086 (<7%) in FY22.

Fuel
Fuel prices are an educated guess every year, and this year is even more volatile. With the recent severe increase in fuel prices and the economic instability, after consultation with fuel suppliers, they believe prices will continue to increase over the next several months before they stabilize. This past fiscal year we

experienced swings in fuel prices from around $4.26/gal to $2.89/gal for regular unleaded. Diesel has experienced similar swings with prices from $5.15/gal compared to $3.13/gal. We have increased our budget to $4.20 for unleaded and $5.00 for diesel. Since this is such a significant portion of our budget, we try to be as accurate as possible without inflating the numbers. We hope for no additional unplanned increases in fuel markets in the FY23 future, but if that does occur, we will revisit the budget with a possible midyear amendment.

Overall
Total operational expenses increased by $17,858,558 (13.3%, consistent with the current inflationary statistics), compared to a FY22 increase of $7,638,190. The increase is made up of an increase in personnel costs of $1,513,473; an increase in contracted services of $1,782,477, an increase in supplies and operational costs of $4,314,898 (9%, matching the current inflationary rate). Capital outlay costs increased by $11,487,561 (of which $10,186,281 is in infrastructure) in governmental funds, as they are the only funds that show capital outlay as an expense.

General Fund

Management Services - Total budget increased $45,633 (3.49%) from FY22 original projections.

Commission – Expense increased $19,108; Travel & Training - $5,850 increase; Fireworks - $12,000 (increase of $2,000); UGA Continuing Ed - $17,500; UGA Archway - $20,000; Contingency - $100,000.

City Manager – Expense increased $25,646; Travel & Training for City Manager and two Clerks increased $2,590; Professional Services - $1,500; Dues & Memberships - $3,700.

Staff Attorney – Expense decreased $3,685.

City Attorney – Expense increased $22,150 per contract.

Elections – Expense decreased $10,600 as there is no election scheduled in FY23.

Citizen Engagement – Expense decreased $6,986.

Administrative Services - Expense increased $636,819 (12.98%):

Director – Increased $43,873; Wages and Benefits increased $8,192; GMEBS contribution increased $3,449; IT Direct Cost Allocation increased $35,320 for OpenGov fees.

Accounting – Increased $12,917 adding back the Accountant I position starting January 1, 2023.

Procurement – Increased $4,697, with Purchased & Contracted Services increasing $2,426.

IT – Increased $497,873, with Purchased & Contracted Services up $266,223 (20.72%). General repairs and maintenance for Citywide IT services are $1,423,262 (compared to $1,094,630 in FY22). Tools and Small Equipment have also increased by $269,440, which is reallocated amongst the City departments. $250,000 is allocated for a Citywide inventory system.

Human Resources – Increased $67,376 with a $14,226 increase in personnel costs; $10,757 increase in Purchased & Contracted Services; $4,000 increase in In-House Training; and Capital Purchase of Chevy Equinox for $30,000.

Risk Management – Increased $10,082 with a $6,874 increase in personal services and benefits, and a $3,485 increase in Supplies.

Municipal Court – Expense increased $52,657; $30,000 increase in Professional Services and $14,400 in Legal Services to add court sessions (Additional 5 sessions per month).

Public Safety – Expense increased $956,632 (5.64%):
Police – Expense increased $657,728 (5.97%):

CID – Expense increased $135,947 with $10,000 increase in Motor Pool Repair & Maintenance Services; Travel & Training increased $4,900; Tools & Small Equipment - $50,000 total.
UPD – Expense increased $556,376. UPD has budgeted the purchase of 7 patrol vehicles, even though our normal life cycle is 12 patrol vehicles per fiscal year. We were able to secure and pay for 4 vehicles in FY22 from unexpended salaries; therefore, we will only need to purchase 7 in FY23. Rental of Equipment & Vehicles increased $71,300, as we are purchasing 49 in-car dash cameras. Tools & Small Equipment is budgeted at $150,000 for the purchase of 10 handheld radios, 20 Tasers, 10 radars, 8 lasers, and 30 ballistics vests.
Office of the Chief – Expense decreased $111.
Administrative Services – Budget decreased $4,056.
Animal Control – Increased by $25,612, Personal Services & Benefits increased $16,881. Fuel also increased $8,320.
Inmate Housing - We are budgeting $50,000 for inmate housing fees and rolling any unexpended funds from unused inmate housing fees from FY22 due to the jail not accepting most misdemeanor offenders because of COVID19 and the bail reform taking place nationwide.
Training Facility – Increased by $12,708; $16,865 communications budget for fiber service that has not been budgeted before.
Police Facility – Decreased by $6,460 with $100,000 budgeted to pay back the loan from MEAG.

Fire – Expense increased $298,903 (5.02%):
Fire Chief – Increased by $83,444, $23,806 of which is in personal services and benefits to account for pay-for-performance and the GMEBS contribution increase. $44,800 is also budgeted for a vehicle.
Fire Suppression – Increased by $170,315 with a $38,639 increase in Services for NFPA physicals that are due every two years and more money budgeted for Motor Pool Repair & Maintenance Services with aging fleet.
Fire Prevention – Increased by $9,917, spread evenly through Payroll, Services, and Supplies.
Fire Facilities – Increased by $38,979 with a $14,000 increase in Repair & Maintenance Services and a $5,000 increase in Tools & Small Equipment to update and reconfigure Fire Station #1 and Fire Station #3 for safety measures.
Other Fire Programs – Decreased by $3,750.

Public Works – Expense increased $1,284,453 (20.59%):
Director – Increased $171,321 mostly because of a new position added for a Public Works Operations Manager to provide additional administrative and management assistance in an extremely large and diverse department ($95,853 in personal services and benefits). There is a capital purchase associated with the new position for a Ford Explorer budgeted at $37,000.
Streets – Increased $1,140,163; capital expenses are $812,500 for the purchase of three crew pick-up trucks ($80,500 each), a boom lift and low tilt trailer, an excavator, a wheel loader, a dump truck, and two lawnmowers. There are additional increases to Operating Supplies for concrete, asphalt, etc. in the amount of $206,325.
Sign Shop – Decreased $34,971 with no capital budgeted this year.
Pool – The pool budget has been eliminated since the County provides recreational services under the current Service Delivery Strategy. Minimum operational expenses are needed for property maintenance of $4,576.
Parks – Increased $15,316.
Cemetery – Decreased $83,309 with no capital budgeted this year.

Facilities - Expense increased $63,266, with a $105,703 increase in Personal Services & Benefits (having moved a Streets employee permanently to Facilities Maintenance). Capital purchases are budgeted at $35,000 for a Chevrolet pickup truck and $5,500 for commercial grade hard floor cleaner. Additionally, $33,780 has been budgeted as contingency for FY23.

Welcome Center – The total budget increased $13,661, which is mainly accounted for in Supplies (up $10,270).

Development Services – Expense increased $296,252 (18.99%):

Planning and Zoning – Increased $148,606. The inspections / plan review with Charles Abbott increased because of more development throughout the City. This is reflected in the increase in revenue for these services as well. The first payment for our Comprehensive Plan is also budgeted at $100,000 (total of $200,000). Zoning has no capital expense this year.

Code Enforcement – Increased $80,759. A $63,974 increase in Personal Services & Benefits reflects funding the fourth POST-certified officer position for the entire year (in FY22, it was budgeted from January 1-June 30).

Transportation – Increased $63,350 with the increase in the City's payment to Three Rivers Regional Commission because of a re-designation of our 5311 public transportation from rural to urban (FY22 payment of $6,650; FY23 and forward it will be $70,000).

Archives – Increased $12,948, mostly from the Welcome Center facility allocation to Archives ($8,072).

Licensing – Decreased $9,410; however, payments to Spalding County Tax Commissioner are in negotiations in light of HB1280, which caps the amount of money the Tax Commissioner can charge the City for municipal tax collection.

Economic Redevelopment – Remains the same at $123,700. Landbank operating expense is budgeted at $38,700 and property maintenance (grass cutting) for foreclosed Landbank properties is budgeted at $85,000.

Economic Development – Expense increased $63,354 (19.67%):

Economic Development Director – Increased $77,689 because personal services and benefits increased $72,068 mostly due to a reclassification of the Director position from a Grade 26 to a Grade 28 (where the other Directors are classed).

Historic City Hall – Decreased $14,335.

Enterprise Funds

Electric – Expense increased $2,412,120 (5.1%):

Director – Increased $179,074, mainly for Repair & Maintenance Services for the IT allocations. The ECG contracts are in Professional Services in this budget, which total $478,740.

Line Construction – Increased $558,032. In FY21, $832,000 was budgeted for a distribution contract crew to assist with line maintenance and construction due to manpower shortages; however, with the implementation of our linecrew increases, the contract crew was budgeted at $320,000 in FY22 and will remain at $320,000 for FY23, a reduction in expenses of $512,000! A line clearance crew is budgeted at $579,968.

Major capital expenses such as line maintenance and improvements, new service, system protection, street lighting, relocations, and auto switching are consistent annual costs and comprise $1,350,000 of the capital request (down from $2,168,500 in FY22). Additional capital purchases include two F350s at $66,000 each, an excavator mulch head at $27,000, and a commercial grade lawnmower at $10,000.

Technical Services – Increased $1,663,054. In FY22, wholesale power purchase cost was projected to increase by $2,872,180 from FY21's projections. FY23's projections show an increase of $1,628,180 with the addition of Plant Vogtle operations in the near future (although that was also predicted last year). Halfway through FY21, wholesale power purchase cost was $19,016,446 so we are starting to see that projected increase. Budgeted capital is $50,000 for new meters.
Customer Service – Increased $96,666 with Bank Fees up $48,190. There is also $33,206 budgeted for a pickup truck.
Sys Ops – Decreased $87,162, with the majority of the decrease in Repair & Maintenance Services $42,920.
Marketing – Increased $21,519 with a $4,910 increase in Services and a $12,437 increase in Supplies.
Electric Facilities – Decreased $19,062.

The Electric transfer to the General Fund is projected to be $8,796,000 compared to $8,712,440 in FY22, an increase of $83,560. The transfer is 15.5% of total revenue. Reserved earnings are $599,437 down from $877,367 in FY22.

Water / Wastewater – The biggest change in the water and wastewater treatment programs in FY23 is the change in personnel and organizational structure. We have restructured the Water and Wastewater Department with the addition of two operations managers – one for water and one for wastewater, and the elimination of the Deputy Director position. We have also separated Stormwater from Water and Wastewater to make it a separate department and made the Deputy Director position of Stormwater a Director. Additionally, depreciation is not included in this cash basis budget so principal and interest for the divisions are listed in debt service as a separate account.

Wastewater – Expense increased $1,509,376 (17.88%) with services up $506,918 and supplies up $298,362:

Shoal Creek WWTP – Decreased $200,996, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $200,255. Personal Services & Benefits increased $62,470; Services increased $55,233; Supplies increased $27,050.
Potato Creek WWTP – Decreased $495,604, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $98,786. Personal Services & Benefits increased $37,320; Services decreased $97,702; Supplies increased $114,635.
Cabin Creek WWTP – Decreased $283,446, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $116,244. Personal Services & Benefits decreased $5,279; Services increased $64,696; Supplies increased $8,227.
Blanton Mill LAS – Increased $3,501, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $30,631. Personal Services & Benefits decreased $4,011; Services increased $11,279; Supplies increased $22,830.
WW Lab – Increased $26,565 with slight increases in services and supplies.
WW Collections – Decreased $183,386, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $522,404, mainly in Services, which has a $467,773 increase compared to FY22.
Lift Stations – Decreased $31,991, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $48,109, with Supplies increasing $47,320.
Sludge Management – Increased $130,546 with an increase of $93,892 in Personal Services & Benefits for a new position.

Debt Service – Increased $2,393,795 because debt for all Wastewater divisions are now accounted for in this account code for principal and interest.

Water – Expense increased $1,604,266 (11.77%):

Director – increased $421,214 due to all positions formerly in Deputy Director division have been moved to this division and there is a new contractual relationship for professional services, increasing those budgets by $266,026.

Deputy Director – decreased $318,000 with the elimination of the Deputy Director position.

Simmons WTP – decreased $128,590, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $157,280. Personal Services & Benefits increased $25,072; Services increased $74,608; Supplies increased $11,465.

Still Branch WTP – decreased $1,720,346, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $67,524. Personal Services & Benefits increased $53,613; Services decreased $4,960; Supplies decreased $52,218. Capital is also budgeted at $70,000 ($45,000 for a ¾ ton crew cab pickup truck and $25,000 for raw water quality monitors).

Water Distribution – increased $375,652, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $785,202, with Supplies increasing $668,750. Capital purchases include $50,000 for renewals & extensions, $75,000 for a dump truck, and $19,000 for a tow-behind air compressor.

Meter Division – increased $15,170, with no depreciation budgeted within this division for FY23. Compared to FY22 without depreciation, budget increased $52,860. Personal Services & Benefits increased $21,570; Services increased $15,338; Supplies increased $10,750.

Construction Management – nominal increase of $6,429.

Debt Service – increased $2,952,735 because debt for all Water divisions are now accounted for in this account code for principal and interest.

Total Water capital is budgeted at $239,000 compared to $379,300 in FY22. Total Wastewater capital is budgeted at $267,000 compared to $831,050 in FY22. Total Water / Wastewater capital for FY22 was $1,210,350 compared to $506,000 for FY23.

With the maximum transfer to the General Fund of $1,800,000, the Water / Wastewater budget will have reserved funds of $1,849,655.

Stormwater – Expense decreased $227,456 (8.74%):

Administration – increased $13,413 with Personal Services & Benefits increasing $24,606 and Services decreasing $24,992.

Operations – decreased $458,643, with no depreciation budgeted within this division for FY23. Compared to FY22, without depreciation, budget increased $77,627, primarily within Supplies, which has a $27,225 increase and Personal Services & Benefits, which has a $29,065 increase. $38,000 is budgeted for a Supercab 4x4 pickup truck.

Environmental Monitoring – decreased $65,187, mainly in Purchased and Contracted Services (down $61,269). There is one capital purchase in FY23 for a $10,900 water quality meter.

Stormwater has a projected restricted cash reserve of $398,519 compared to $21,290 in FY22.

W/WW/PW/SW Facility – Since the 2016 purchase of the Spalding Concrete property on N. Hill Street near the Electric facility we have slowly and methodically planned for a new facility to house the water /

wastewater, stormwater and public works facilities. We want to remove the W/WW and public works facilities from City Park and move stormwater from the dilapidated facility on S. 9th that the Electric Department abandoned several years ago. We budgeted for and completed a space needs assessment in 2020 and are considering a plan to join with the GMA Bricks and Mortar Financing Program to build a joint facility much like the Electric facility. This project was not addressed in FY22 and is not addressed in the FY23 budget as the bid for construction of the facility came in over budget. Costs continue to soar so this project will have to put on hold until economics appear more stable. Our goal is to finalize a plan by the end of 2022.

Solid Waste – Expense increased $1,466,124 (17.24%):

Director – increased $27,852, mostly in Personal Services & Benefits with an increase of $20,316.
Residential Collection – increased $263,210; $80,150 in Personal Services & Benefits; $11,960 in Purchased & Contracted Services; $61,131 in Supplies (Fuel increased $49,600). There are no capital expenses for this division.
Commercial Collection – increased $192,333; increase of $80,170 in Fuel; $50,200 budgeted for the purchase of 6 yard and 8 yard dumpsters. No capital purchases are budgeted for FY23.
Transfer Station – increased $278,323 with $155,200 accounted for in an increase in disposal costs. This directly correlates to an increase in revenue for the Transfer Station, as the more customers that dispose of garbage at the Transfer Station, the more revenue received and the more disposal costs incurred at the landfills. Supplies also increased $61,652 due to an increase in fuel costs. No capital purchases are budgeted for FY23.
C&D Landfill – increased $658,775; $311,506 in Purchased & Contracted Services (TM&R lease for a landfill crawler dozer ($40,510, year 4 of 5); a second TM&R lease for a 1050 dozer ($130,360, year 4 of 5), an excavator TM&R lease ($54,440), and a new TM&R lease for a loader ($73,670). There is also budgeted $76,000 for the second year of debt service (loan for outright purchase) on the waste shredder and $13,520 for a maintenance package on the shredder. These leases allow us to budget less for repair and maintenance because it is accounted for in the lease payment. $13,387 is budgeted for a ATV to be able to navigate the swampier parts of the landfill leading to the expansion site.
Closed Landfill – increased $5,000.
Yard Waste – increased $40,630 for contract labor (additional residences serviced).

The Solid Waste enterprise fund is back in the positive this year with revenues projected to exceed expenses by $181,220, which must be reserved in this fund for landfill capital and landfill closure surcharges. Revenues are projected to increase again from $7,471,680 in FY21 to $8,449,870 in FY22 to $10,153,432 in FY23, an increase of $1,703,562 (>20%). At halfway through FY22, revenues are at $5,963,855 (70.58%)! However, expenses have also increased $1,466,124 to keep up with the anticipated increase in usage of the facilities and the equipment.

Airport – Operations expense increased $78,721. Purchases for Resale in Fuel – AVGAS and Jet A both increased, $123,700 and $15,025, respectively. Corresponding revenue for fuel sales also increased $201,112.

The new airport total debt service (P&I) is $671,130. The city's portion is $335,565. The interest on the city's portion is $78,065 and the principal is $257,500.

Airport total operating revenue is $631,789 (compared to $422,151 in FY22) with total operating expenses of $910,927 (compared to $1,078,556 in FY22). The net operating expense recognized

by Spalding County is $910,927 (compared to $777,196 in FY22) (total expenses minus depreciation and debt service expense), the net operating loss recognized by the County is $279,138 split between the City and County at $139,569 each –a decrease of $37,954 from last year.

The City paid 100% of the debt service on the bonds for the new airport for the payments due from 1-1-16 to 1-1-18. These payments totaled $744,590, of which ½, or $372,295.00 was Spalding County's share. Beginning 7-1-18, Spalding County began reimbursing the city for that amount. The amortization table shows the County pays the city $15,512.29 on July 1 and January 1 each year, with the final payment to be paid on 1-1-30.

No additional funds are budgeted for the construction of the new airport as funding will be from FAA/GDOT through the Airport Authority. There were no grant funded projects at the existing airport in FY22; however, this year, there is a grant funded capital project for the Design Phase for Pavement Rehabilitation and Remarking at the existing airport. This phase of the project is budgeted at $75,000. The FAA will fund 90% of the project of $67,500. GDOT will contribute $4,750 (5%), and the City and County must match the remaining 5% by splitting that equally at $1,875 each.

Telecom – The Telecom fund has expenses of $904,038, an increase of $311,527 from FY22. In FY23, we are creating two new positions - one for a Telecommunications Systems Engineer to support, repair, and grow the network and one for a Telecommunications Support Specialist to coordinate, install, and troubleshoot service orders for customers (this position will only be funded for half the year, beginning January 1, 2023 once the network is more built out). The majority of the increased expense is within Personal Services & Benefits for the two new positions, which increased $209,363. Other expenses include $60,000 in consulting services for fiber expansion and regulatory compliance, $220,000 in internet service purchased from Georgia Public Web for resale to our customers, $35,000 for a small van for the new positions, and $14,000 for miscellaneous tools. Depreciation is not budgeted. The annual payback to the MEAG fund for the loan to purchase the fiber network has been paid off. The Telecom Fund's revenue is expected to exceed expenses by $110,092.

Component Units

DDA – Total budget of $120,887, an increase of $27,910 from FY22. It has services and supplies specific to the DDA function of $11,482 (compared to $7,660 in FY22), and $109,405 expense allocation from ED compared to $85,317 in FY22.

Main Street – Total budget of $129,688 compared to $105,717 in FY22 (an increase of $23,971). It has services and supplies of $20,283 (entertainment costs for events sponsored by Main Street, travel and training specific to Main Street requirements, supplies specific to Main Street programs), which is the same as FY22, and $109,405 expense allocation from ED.

GSBTA – Expenses will be budgeted from GSBTA independently with $71,900 ($52,500 in FY22) in H/M tax (43.75%) revenue going to GSBTA as our DMO.

Minor Enterprise Funds

Golf Course – Expense increased $205,634 (22.64%);

Revenue projections show an increase of $147,050 compared to $114,316 in FY22. A transfer of $605,207 is anticipated compared to $549,883 in FY22. Proposed capital purchases are a fairway

aerifier for $9,500, a pond fountain aerator for $10,000, a tractor with a front bucket for $42,000, and additional irrigation for $10,000.

Motor Pool – Expense increased $59,617 (3.8%):

Revenue projections show an increase of $125,605 compared to $6,420 in FY22. A transfer of $546,790 is anticipated compared to $659,538 in FY22. A pickup truck in the amount of $35,000 is budgeted for FY23, as well as a snap-on triton integrated diagnostic system for $8,500, and a J-Pro professional diagnostic system for $7,100.

Special Revenue Funds

CDBG

We have budgeted $552,781 for our local match, if awarded a 2022 Community Development Block Grant. We must have the match, if awarded, but will not know for sure until late summer. This match would go toward the CDBG budget of $1,552,781 with $1,000,000 coming in from the grant.

Hotel Motel Tax

Revenue is forecast to increase $44,300 to $164,300 from a projected $120,000 in FY22 based on another full fiscal year of tax from the new Holiday Inn Express. By statute 18.75% of H/M Tax goes to the Historic City Hall (previously Welcome Center) at $30,806; 43.75% goes to GSBTA as our Destination Marketing Organization (DMO) for Tourism Product Development (TPD) at $71,881; and 37.5% goes into General Fund as unrestricted at $61,613. The GF unrestricted funds assist in offsetting some cost of economic development.

Court Technology Fund

$25,000 revenue which is restricted exclusively for court technology cost. $15,840 is budgeted for software maintenance and data migration to our new software system.

SPLOST

Revenue is no longer projected for the 2016 SPLOST as collections ended April 30, 2022. We are budgeting $1,927,800 for bond debt; $300,000 for blight; and $140,000 for capital for a total expense of $2,367,800 in SPLOST projects.

TSPLOST

Revenue is projected for FY23 at $3,727,500 for the first year of collections. Projects will be expensed through budget amendments as needed.

Conclusion

A $151 million dollar budget is never easy and with personnel, operations, capital variances and an unprecedented economic climate among us, this year was even more challenging.

This budget is balanced, addresses our areas of focus, has no planned decreases in services, and contains no budgeted tax or fee increases. We started with an approximately $2,000,000 shortfall ($1.5M in General Fund and almost $500,000 in Solid Waste) to a balanced total budget by cutting costs, rolling over unexpended capital and some operating expenses, and increasing the electric transfer from a flat 15% to 15.5%. With this minor increase the electric department still has reserved funds of $599,438 compared to $877,367 in FY22.

The biggest obstacle this year has still not been addressed with the results of our compensation study still pending. The recommendation is to approve the proposed budget with these changes and reconsider when the tax digest is published, after we have a better feel for forthcoming economic conditions.

I hope this summary will help you as you review our recommendations for FY23. The presentation on Tuesday, May 24 should answer any questions and clear up any confusion; however, Markus, Angela, and I are always available to answer any questions you may have.


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ANNUAL
BUDGET
Fiscal Year 22-23

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Goals and Areas of Importance

- Substandard Housing
- Blight / Trash / Litter / Junk
- Downtown Redevelopment
- Crime Reduction
- Compensation Study

Revenues

Overall Revenues EXCEED Expenditures by $1,354,378 ($1,290,617 FY22 projected)

General Fund Expenditures EXCEED Revenues by $9,079,844 ($8,993,476 FY22)

Total General Fund Revenue Up (w/o transfers) $3,249,433 ($2,448,451 FY22)

Real & Personal Property Tax Up	$54,700
MV Tax / TAVT Increase	$143,000
LOST Increase	$475,000

Revenues

License & Permits Up $24,000

Fines & Forfeitures Up $482,000

Insurance Premium Tax Up $134,000

Total General Fund Revenue Up

$3,249,433 (w/o transfers)

Total General Fund Expenses Up

$3,335,800



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Total Budget All Funds

Projected Revenues Up $16,540,019

Projected Expenses Up $19,185,014

(from FY22 original projections)

Without TSPLOST, CDBG & ARPA, Projected Expenses Up $9,898,371

Includes ALL Funds (w/o transfers)



EXPENSE HIGHLIGHTS

Capital Requests

$14,141,899 (FY22 $8,077,728)

CDBG (infrastructure)	$1,473,781
TSPLOST (transportation)	$3,727,500
ARPA Recovery Funds	$4,995,000
Line Maintenance Improvements	$400,000
New Customer Construction	$300,000
Public Works Wheel Loader	$191,500
Tandem Axle Dump Truck	$205,000
General Fund Capital	$1,389,025 (FY22 $361,700)

EXPENSE HIGHLIGHTS

Personnel

- 2% increase budgeted for each department to implement pay-for-performance plan and give raises according to evaluations
- Overtime Problems
  - FY2020 Total Paid - $681,297
  - FY2021 Total Paid - $858,010
  - FY2022 Total Paid to Date - $944,573
  - FY2023 Total Budgeted - $872,665

EXPENSE HIGHLIGHTS

Personnel

General Fund

- Management Services – Reclass of Admin Coordinator to Executive Assistant
- Accounting (DOAS) – Reestablish Accountant I position (funded for ½ year)
- IT (DOAS) – Reclass of Systems Administrator to Cybersecurity Administrator; Sr. Systems Administrator reclassed to IT Manager
- Fire – Lieutenant reclassed to Lieutenant and EMS Coordinator
- Police – Patrol Officer reclassed to Training Sergeant
- Public Works – added Public Works Operations Manager, unfunded Admin Assistant for Motor Pool and moved employee to Admin Coordinator for entire Department

EXPENSE HIGHLIGHTS

Personnel – Cont.

Enterprise Funds

- Telecom – Added two employees – Systems Engineer and Support Specialist (funded for 1/2 year)
- Solid Waste – Added Swing Driver to assist where needed throughout Department
- Watershed Management – Eliminated Deputy Director position; added two Operations Managers – one for Water, one for Wastewater; added GIS Technician
- Stormwater – created its own Department and reclassified Deputy Director to Director

EXPENSE HIGHLIGHTS

Insurance

- Change in carrier from Cigna to Aetna – Meritain self-insured
- NO insurance increase for employees
- Total premiums increase 2.12% ($80,183)
- Total increase absorbed by City
- $1,500 deductible
- Same out of pocket costs



EXPENSE HIGHLIGHTS

Insurance

- Dental, Life, and Long Term Disability Insurance – Remain the same as FY22
- Property & Liability – Increased $112,345 (17%)
- Workers Comp – Decreased $29,420
- Pension – Increased $353,913
  - 23.81% to 25.26%
  - Employee continues to pay 2%
  - City share 23.26%

EXPENSE HIGHLIGHTS

Fuel

- Regular $4.20 / gal
  - High - $4.26 Low - $2.89
- Diesel $5.00 / gal
  - High - $5.15 Low - $3.13

EXPENSE HIGHLIGHTS

GENERAL FUND







Management Services

Total Increased $45,633

- Commissioners Increased $19,108
- City Manager Increased $25,646
- Communications & PR Decreased $6,986
- Staff Attorney Decreased $3,685
- City Attorney Increased $22,150
- Elections Decreased $10,600

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Commission Expenses

Municode - $10,000

Education & Training - $15,000

Fireworks - $12,000

UGA Griffin - $17,500

UGA Archway - $20,000

Contingency - $100,000

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Municipal Court

Expense Increased - $52,657 to add 5 additional court sessions per month

- Professional Services Increased $30,000 (Municipal Court Judge)
- Legal Services Increased $14,400 (Municipal Court Solicitor)

Administrative Services

Expense Increased - $636,819 (FY22 +$1,023,538)

- Director Increased $43,873
- Accounting Increased $12,917
- Procurement Increased $4,697
- IT Increased $497,873 (FY22 +$941,982)
- HR Increased $67,376
- Risk Management Increased $10,080

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Public Safety

Total Expense Increased - $956,632





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Police

Total Expense Increased - $657,728

- Vehicle Replacement – $343,000 Cash for 7 Patrol Cars & Outfitting (4 vehicles purchased at end of FY22 for lifecycle FY23)
- Cameras (Lenslock Body Cameras, Flock LPR cameras, Dash Cameras) - $153,300
- Body Armor Replacement - $19,500

Police



SWAT Gear - $10,500

Training Facility - $23,648

Inmate Custody - $50,000

F I R E



Total Expense Increased - $298,903



FIRE

- Turn-out Gear (15) - $53,700
- NFPA Physicals - $27,900
- Chief Vehicle - $44,800
- R&M Services – Increased $15,000 for aging fleet

Public Works

Total Expenses Increased

$1,284,453

Director — Increased $171,321;

New Operations Manager Position; Vehicle at $37,000

Streets — Increased $1,140,163; Capital is $812,500:

$80,500 each for 3 crew pick-up trucks

Boom lift & Trailer for $75,200

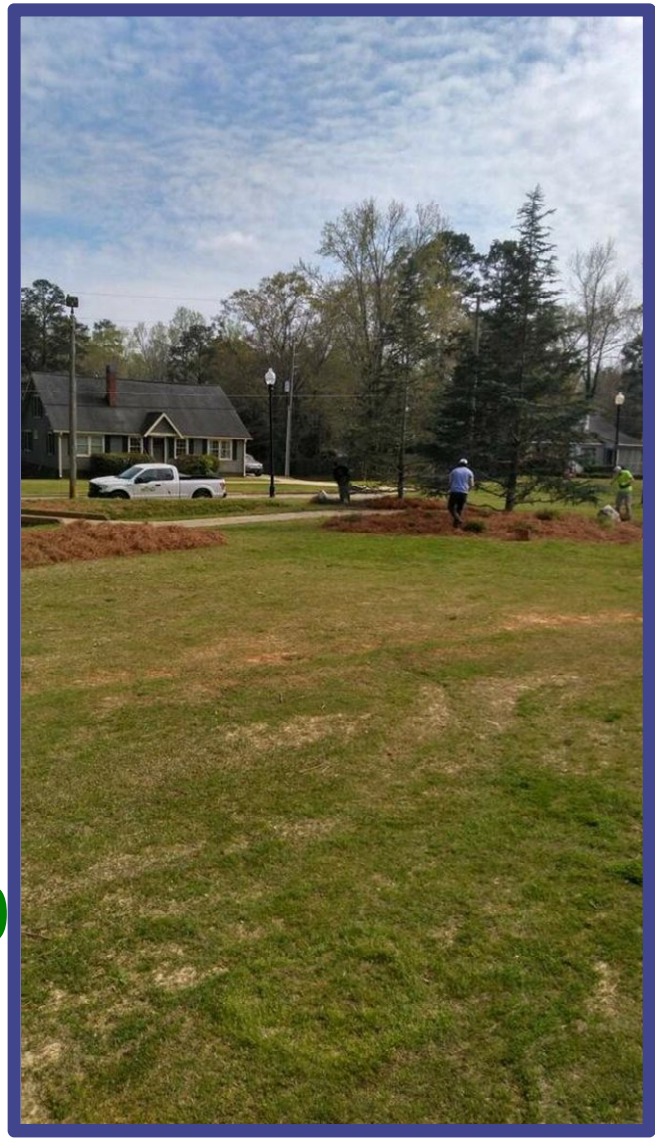
Excavator at $75,300

Wheel Loader at $191,500

Tandem Dump Truck at $205,000

Public Works – Cont.

Pool	$4,576 total (minimal utilities & insurance)
Parks	Increased $15,316; deck mower ($12,000)
Cemetery	Decreased $83,309; No Capital
Facilities	Increased $63,266; $35,000 pickup truck



Public Works – Cont.

Welcome Center

Operational Cost $95,241

Allocation to Archives $47,229 ($39,690 FY22)

City - $23,614.50 County - $23,614.50

Archives

Total Budget $144,515

City - $72,257.50 County - $72,257.50

Development Services

Expenses Increased - $296,252

Landbank Property Maintenance $85,000 and Operations $38,700 (Same as FY22)

Comprehensive Plan $100,000 (+$100,000 for FY24)

CAA Building Inspections $339,150 (FY22 $242,550)

Reinstated 4th Code Officer for full year (non-certified)



Development Services – Cont.



CDBG Application Fees (possible FY23) - $10,000

Transportation – Increased $63,350 for 5311 transit program; County reclassified as urban, rather than rural because of new Census counts

Economic Development

Expenses increased - $63,354 (Mostly reclass of PT Assistant to FT Assistant with benefits)

Historic City Hall

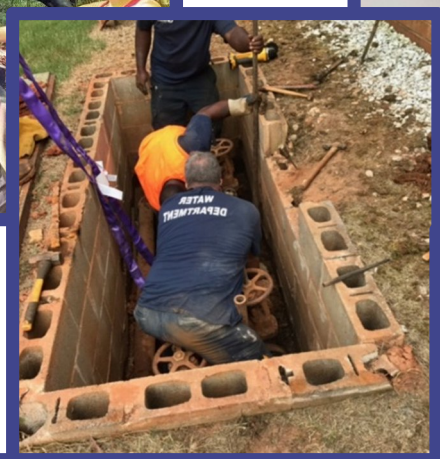
Facilities - $51,775

(FY22 $66,110)



EXPENSE HIGHLIGHTS
ENTERPRISE FUNDS















Electric Dept.



Revenues Increased - $1,240,250

Residential Service	Increased $300,000
Commercial Service	Flat
Industrial Service	Increased $667,750
PCA / ECCR	Decreased $92,900
Off System Sales	Increased $155,000
Delinquent Penalties	Flat

Electric Dept.



Expenses Increased - $2,412,120

Line Mainten. & Improvements	$400,000
System Protection	$150,000
Two F350s	$132,000
New Customer Construction	$300,000
LED Conversion for Street Lights	$200,000
Downtown Parking Lot Lighting	$50,000
Automated Switching	$100,000
Utility Relocations	$50,000

Electric Dept.



Expenses (con't)

Electric Total Capital	$1,616,206
General Fund Transfer	$8,796,000
	(FY21 - $8,712,440)
Reserved Earnings	$549,437

Wastewater

REVENUE – Increased $1,089,994

EXPENSES – Increased $1,509,376

- Shoal Creek WWTP – Up $200,255
- Potato Creek WWTP – Up $98,786
- Cabin Creek WWTP – Up $116,244
- Blanton Mill – Up $30,631
- Lift Stations – Up $48,109

Wastewater

Expenses (Cont.)

WW Collections – Up $522,404

Sludge Management - Up $130,546

Total WW Capital - $267,000

($831,050 FY22)

- Influent Pump - $41,000
- EQ Basin Pump - $30,000
- Autoclave/Sterilizer - $20,000
- Renewals & Extensions - $50,000
- Side Mount Mower Attachment – $45,000



Water

REVENUE – Increased $2,987,153

Residential Increased - $179,501

Commercial Decreased - $71,739

Industrial / Institutional Increased - $95,761

Wholesale (excluding Spalding)

Increased - $2,586,690

Spalding Increased (net) $214,490

Coweta Increased $2,580,900



Water



EXPENSES – Increased $1,604,266

- Director – Increased $421,214
  (Professional Services)
- Still Branch – Increased $67,524
- Simmons – Increased $157,280
- Water Distribution – Increased $785,202
  - Supplies Up $668,750
  - Capital Renewals & Extensions at $50,000
    Dump Truck at $75,000
    Tow-Behind Compressor at $19,000

Water

EXPENSES

W/WW Debt Service - $7,321,430 (P&I)

Reservoir Bonds - $4,339,840

($3,125,000 Principal / $1,214,840 Interest)

Flint River Pump Station GEFA Loan - $319,640

($274,960 Principal / $44,680 Interest)

PCWWTP GEFA Loan - $541,460

($350,960 Principal / $190,500 Interest)

CCWWTP GEFA Loan - $788,810

($672,330 Principal / $116,480 Interest)

Still Branch Generators - $123,460 (Estimated)

($103,070 Principal / $20,390 Interest)

Watershed Management



EXPENSES

Total Water Capital - $239,000

Total WW Capital - $267,000

Total W/WW Capital - $506,000

W/WW Transfer - $1,800,000

Reserved W/WW funds - $1,849,654

Stormwater



Revenue Increased	$139,243
Expenses Decreased	$227,456
Pickup Truck	$38,000
Water Quality Meter	$10,900
Total Capital	$48,900
Debt Service	$343,360 (P&I)
Restricted	$398,518

Solid Waste



Revenue Increased	$1,703,562
Revenues Exceed Expenses (Restricted)	$181,220

Residential Collections Increased	$507,000
Commercial Collections Increased	$81,500
Yard Waste Collections Increased	$41,700
Transfer Station Fees Increased	$180,000
Roll off Fees Increased	$53,050
Landfill Fees Increased	$771,382
Recycling Fees Total	$0

Solid Waste

Expense Increased $1,466,124

Landfill ATV	$13,387
Dumpsters (28 - 8 yd)	$43,200
Residential Carts (600 trash, 400 recycling)	$61,000
Yard Waste Contract Increased	$40,630

Biggest Increase in Fuel across Department $705,670 (total)

Up $347,430 (96%)

Airport



Total Revenues – $1,657,057 (incl transfers)

Total Operating Revenue	$631,789
Spalding County Operations	$139,569
Spalding County Debt Service	$366,590

($335,565 FY23 $31,025 prior years)

Transfer from General Fund $445,984 (City)

(FY22 $528,198)

Airport

Operating Expenses – $910,927



Debt Service on New Airport (City) $335,565

$257,500 Principal

$78,065 Interest

Grant Project at Existing Airport for Design Phase of Payment Rehabilitation and Remarking - $75,000

(FAA - $67,500, GDOT - $4,750, City & County - $1,875 each)

Telecom

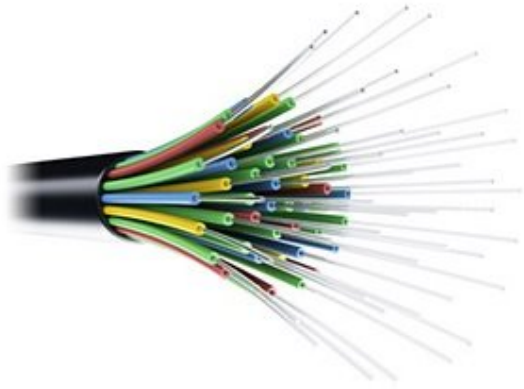


Operating Revenue Increased – $68,630

Total Revenue - $1,014,130

- $507,620 from fiber leases ($438,800 FY22)
- $506,510 from internal service charges ($456,700 FY22)

Telecom



Expenses – $904,038

- $209,363 – Telecom Support Specialist & Telecom Systems Engineer (new positions)
- $60,000 Professional Services - Fiber Expansion Consulting
- $35,000 New vehicle for positions
- $86,000 Operating Supplies
- $220,000 GPW Internet Services (for resale)

Golf Course



Revenue – $508,600
(operating)

FY21 $361,550

Increased $147,050 (40.67%)

Expenses – $1,113,805

Increased $205,633 (22.64%)

Capital - $71,500

Tractor - $42,000, Fairway Aerifier - $9,500,
Pond Aerator - $10,000, Irrigation Additions - $10,000

Transfer Required - $605,207 ($549,883 FY22)

Motor Pool

Revenue – $1,081,705 (operating)

FY22 $956,100

Expenses – $1,628,495

FY22 $1,568,878

Capital - $50,600

Pickup Truck	$35,000
Diagnostic Systems	$15,600

Transfer Required - $546,790

FY22 $659,538

Economic Development



Total Expense $385,642

ED $333,642

Historic City Hall $51,775

DDA $120,887 (+$27,910 from FY22)

$109,405 Allocation + $11,482 Specific DDA

Main Street $129,688 (+$23,971 from FY22)

$109,405 Allocation + $20,283 Specific Main St

Hotel / Motel Tax

Revenue	$164,300	
Historic City Hall	$30,806	(18.75%)
GSBTA (DMO)	$71,881	(43.75%)
General Fund	$61,613	(37.50%)

Special Revenue Funds

CDBG	$1,552,781
$1,000,000 Grant	$552,781 Local
Court Tech	$25,000
SPLOST	
Revenue	$0 (Collections ended April 2022)
Expense	
	$1,927,800 (Debt Service on bonds)
	$300,000 (Blight)
	$2,367,800 (Transportation)
TSPLOST	
Revenue	$3,727,500

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City of Griffin

ANNUAL BUDGET

Fiscal Year 22-23

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution adopting the annual Fiscal Year 2022 - 2023 Operating and Capital Budget appropriating expenditures and forecasted revenues for specified purposes, functions and activities, by fund for the budget period and Capital Improvement Program (CIP). *City Manager Jessica O'Connor will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Recommended FY 2022 - 2023 Budget, see link:

Link to FY2023 Recommended Budget Document

The Fiscal Year 2022 - 2023 Operating and Capital Budget provides for revenues and expenditures for the General Fund, Griffin-Spalding Airport Authority Fund, Solid Waste Fund, Stormwater Fund, Motor Pool Fund, Watershed Management Fund, Electric Utility Fund, Special Revenue Funds, and Component Unit Funds, etc, including personnel, purchased and/or contractual services, operations, and financing of expenditures based on forecasted revenues. Public notices and public hearings were advertised and held as required.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Markus Schwab

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM 20220614 FY 2022-2023 Budget Adoption Resolution.pdf

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN ADOPTING THE ANNUAL FISCAL YEAR 2022-2023 **OPERATING BUDGET APPROPRIATING EXPENDITURES AND PROJECTED REVENUES FOR SPECIFIED PURPOSES, FUNCTIONS AND ACTIVITIES BY FUND FOR THE BUDGET PERIOD AND THE CAPITAL IMPROVEMENT PROGRAM.**

WHEREAS, The Fiscal Year 2022-2023 Operating Budget and Capital Improvement Program provides a policy document, a financial plan and an operating guide providing service delivery, a financial plan and specifications for the services provided by the City of Griffin, a Municipal Government;

WHEREAS, The Fiscal Year 2022-2023 Operating Budget provides proposed revenues and expenditures for the General Fund, Griffin-Spalding Airport Authority Fund, Solid Waste Fund, Stormwater Fund, Motor Pool Fund, Combined Utilities Funds (Electric and Watershed Management), Special Revenue Funds, Component Unit Funds, etc., and including personnel, contractual services, purchased services, supplies, capital expenditures and other requirements necessary for provision of services, operations and financing of expenditures through an appropriation of projected revenues;

WHEREAS, An official copy of the Fiscal Year 2022-2023 Operating Budget shall be on file in the office of the City Manager of the City of Griffin at all times as a public record of the City of Griffin.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that the Fiscal Year 2022-2023 Operating Budget and Capital Improvement Program is hereby adopted, this the 14th day of June, 2022, by a vote of _____ (voting yes) to _____ (voting no).

Signed:

_____

Douglas Hollberg, Mayor

Attest:

_____

Jessica O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider audit engagement letters for audit services with independent auditors, Mauldin & Jenkins, Certified Public Accountants. *Accounting Director, Amanda Carmichael, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Mauldin & Jenkins will complete:
Annual audit, annual comprehensive financial report (ACFR) and OMB Single Audit (if necessary),

- Complete a questionnaire requested by MEAG, and
- Complete "agreed-upon" procedures related to the landfill and related annual reporting requirements per the Department of Natural Resources (DNR).

Engagement letters are required for the auditors to begin work on our annual audit for the fiscal year ended June 30, 2022.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Fee for audit services (annual audit and ACFR) will be (not to exceed) $73,500. Additional funds are budgeted for supplemental work typically discovered during the audit process.

Fee for Single Audit under Uniform Guidance 2.CFR.200 compliance is approximately $6,000 for each program.
Fee for MEAG report is $3,500.
Fee for Solid Waste report to DNR, including expenses, will not exceed $5,000.
Fee for Solid Waste Agreed Upon Procedures (AUP) for Landfill report, including expenses, will not exceed $6,000.

Submitted By:
Markus Schwab

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
City of Griffin Landfill Attest Engagement Letter.pdf
City of Griffin MEAG Engagement Letter.pdf
City of Griffin Landfill AUP Engagement Letter.pdf
City of Griffin Engagement Letter.pdf

MAULDIN & JENKINS
CPAs & ADVISORS

June 2, 2022

Honorable Mayor and Members of the
City Commission and City Manager
City of Griffin, Georgia
100 South Hill Street
Griffin, Georgia 30223

Attn: Markus Schwab and Jessica O'Connor

We are pleased to confirm our understanding of the services we are to provide for the City of Griffin, Georgia (the "City") for the year ending June 30, 2022. We will examine management of the City of Griffin, Georgia's assertion made in the letter of Mr. Markus Schwab to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about the City of Griffin, Georgia's compliance during the year ending June 30, 2022 with the requirements of regulations established by the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") concerning financial responsibility in solid waste handling facilities. The objectives of our examination are to: 1) obtain reasonable assurance about whether management's assertion described above is free from material misstatement based on the regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and 2) to express an opinion as to whether management's assertion described above is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Members of the City Council of the City of Griffin, Georgia. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. The misstatements could be a difference between the specific items within the letter of the Chief Financial Officer and the compliance with the landfill financial assurance requirements. Misstatements can be intentional or unintentional, qualitative or quantitative, and include omissions.

You understand that the report is intended for the information and use of the City's management and the Georgia Department of Natural Resources, Environmental Protection Division and is not intended to be and should not be used by anyone other than these specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether management of the City's assertion included in the letter of Mr. Markus Schwab to Mr. Keith Stevens, of the Georgia Environmental Protection Division about the City's compliance with regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities during the year ending June 30, 2022 is free from material misstatement, based on the those regulations. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of your assertion made in the letter of Mr. Markus Schwab to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about the City's compliance during the year ending June 30, 2022 in accordance with the regulations established by the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about your compliance with the aforementioned requirements in accordance with the above described criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: 1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; 2) additional information that we may request for the purpose of the examination; and 3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

The engagement documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain engagement documentation available to EPD pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to EPD. EPD may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

David Irwin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. The fee for this engagement will be $5,000. Interim billings will be submitted as services are rendered and as expenses are incurred, and we will submit our final billing for these services promptly upon rendering the report. Billings are due upon submission.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Griffin, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

DI:ct
Enclosure

RESPONSE:

Confirmed on behalf of the City of Griffin, Georgia:

By: _____

Date: _____

By: _____

Date: _____

MAULDIN & JENKINS
CPAs & ADVISORS

June 2, 2022

Honorable Mayor and Members of the
City Commission and City Manager
City of Griffin, Georgia
100 South Hill Street
Griffin, Georgia 30223

Attn: Markus Schwab and Jessica O'Connor

This letter is to explain our understanding of the arrangements regarding our engagement to examine the City of Griffin, Georgia's compliance with the Municipal Electric Authority of Georgia's ("MEAG") questionnaire during the year ending June 30, 2022, in accordance with attestation standards established by the American Institute of Certified Public Accountants. We ask that you either confirm or amend this understanding.

As you know, management is responsible for: 1) identifying applicable compliance requirements, 2) establishing and maintaining effective internal control over compliance with the MEAG questionnaire, 3) evaluating and monitoring the City of Griffin, Georgia's compliance with the MEAG Questionnaire, and providing us with a written assertion thereon, 4) specifying reports that satisfy legal, regulatory or contractual requirements, and 5) making all records and related information available to us. Our responsibility is to express positive assurance concerning the City of Griffin, Georgia's compliance with the MEAG questionnaire. Accordingly, we will perform such procedures as we consider necessary to evaluate the City of Griffin, Georgia's compliance with the MEAG questionnaire for the purpose of expressing positive assurance on the City of Griffin, Georgia's compliance with the MEAG questionnaire. At the conclusion of our engagement, we will request certain written representations from management of the City of Griffin, Georgia about the City of Griffin, Georgia's compliance with the MEAG questionnaire and matters related thereto.

If circumstances arise relating to the condition of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the subject matter because of error or fraud which in our professional judgment prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. The fee for this engagement will be $3,500. Interim billings will be submitted as services are rendered and as expenses are incurred, and we will submit our final billing for these services promptly upon rendering the report. Billings are due upon submission.

To the extent allowed by law, the City of Griffin, Georgia hereby indemnifies Mauldin & Jenkins, LLC and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City of Griffin, Georgia's management, regardless of whether such person was acting in the City of Griffin, Georgia's interest. This indemnification will survive termination of this letter.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third-party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

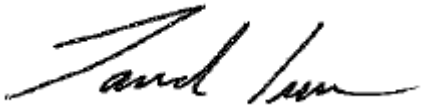
It is agreed by the City of Griffin, Georgia and Mauldin & Jenkins, LLC or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Griffin, Georgia shall be asserted more than two years after the date of the last examination report issued by Mauldin & Jenkins, LLC

This letter constitutes the complete and exclusive statement of agreement between Mauldin & Jenkins, LLC and the City of Griffin, Georgia superseding all other communications oral or written with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

DI:ct
Enclosure

RESPONSE:

Confirmed on behalf of the City of Griffin, Georgia:

By: _____

Date: _____

By: _____

Date: _____

MAULDIN & JENKINS
CPAs & ADVISORS

June 2, 2022

Honorable Mayor and Members of the
City Commission and City Manager
City of Griffin, Georgia
100 South Hill Street
Griffin, Georgia 30223

Attn: Markus Schwab and Jessica O'Connor

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Griffin, Georgia (the "City") as of June 30, 2022.

We will apply the agreed-upon procedures listed below that were specified and agreed to by the City and the Georgia Department of Natural Resources, Environmental Protection Division to evaluate management's assertion about the City's compliance with the financial assurance provisions of the Municipal Solid Waste Landfill Criteria under Subtitle D of the Resource Conservation Recovery Act for the year ending June 30, 2022. The specific procedures to be performed are enumerated below.

1) We will recompute the liquid ratio by dividing the cash and marketable securities by total expenses/expenditures. The cash and marketable securities and total expenses/expenditures will be agreed to the City's audited annual financial statements for the year ending June 30, 2022. The City's ratio value will be compared to 0.05, the minimum threshold established by the regulations.

2) We will recompute the annual debt to service ratio by dividing the annual debt service by total expenses/expenditures. The annual debt service and the total expenses/expenditures will be agreed to the City's audited annual financial statements for the year ending June 30, 2022. The City's ratio value will be compared to 0.20, the maximum threshold established by the regulations.

3) We will recompute the relative financial strength ratio by dividing the assured costs for solid waste handling facility closure, post-closure, and/or corrective action costs by total revenue. The total assured costs for solid waste handling facility closure, post-closure, and/or corrective action costs and the total revenue will be agreed to the City's audited annual financial statements for the year ending June 30, 2022. The City's ratio value will be compared to 0.43, the maximum threshold established by the regulations.

4) We will recompute the operating deficit requirement for each of the past two year for the fiscal years ending June 30, 2022 and 2021. The operating deficit requirement for the year ending June 30, 2022 will be recomputed by dividing the difference between total revenues and total expenses/expenditures, excluding capital outlay and debt service, by the total revenues. The operating deficit requirement for the year ending June 30, 2022 will be recomputed by dividing the difference between total revenues and total expenses/expenditures, excluding capital outlay and debt service, by the total revenues. The City's operating surpluses for each year will be compared to the minimum threshold established by the regulations of deficits of less than or equal to 5%.

5) We will compare the letter written by the City Finance Director to the information specified in the regulations (40 CFR 258.74(f)(3)(A)(1)) and determine if the letter included the required information. We also determine if this letter was included in the operating records of the Landfill.

6) We will inspect a copy of the City's annual audited financial statements for the year ending June 30, 2022 and document whether the opinion expressed by the independent, certified public accountant performing the audit was unmodified.

7) We will compare the disclosure for closure and post-closure care costs of the City's landfill in the notes to the basic financial statements included in the City's audited annual financial statements for the year ending June 30, 2022 to the requirements of Governmental Accounting Standards Board ("GASB") Statement No.18, *Accounting for Municipal Solid Waste Landfill Closure and Post-closure Care Costs* and determine if the note includes all the required disclosures.

8) We will inspect a copy of the City's audited annual financial statements for the year ending June 30, 2022, which contains the City's disclosure of closure, post-closure and/or corrective action costs of the landfill, calculated in accordance with accounting principles generally accepted in the United States of America, and a copy of our independent auditor's report on the basic financial statements of the City, in the operating record of the Landfill, and determine if these reports were all included in the operating records.

9) We will compare the City's latest available Bond ratings by Moody's Investors Service and Standard and Poor's to the disclosure in the Official Statement issued for the latest bonds.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of the City and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures enumerated above either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed above do not constitute an examination or review, we will not express an opinion or conclusion on the landfill financial assurance. In addition, we have no obligation to perform any procedures beyond those listed above.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Members of the City Council and management of the City. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the City Council and management of the City, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the landfill financial assurance that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the landfill financial assurance, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

You are responsible for the presentation of the landfill financial assurance in accordance with regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and for selecting the criteria and procedures and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the landfill financial assurance. In addition, you are responsible for providing us with: 1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, 2) additional information that we may request for the purpose of performing the agreed-upon procedures, and 3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

David Irwin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the landfill financial assurance in accordance with the regulations of the Georgia Department of Natural Resources, Environmental Protection Division.

We estimate our fees for these services will be $6,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate use for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of the procedures.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business and thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

DI:ct
Enclosure

RESPONSE:

Confirmed on behalf of the City of Griffin, Georgia:

By: _____

Date: _____

By: _____

Date: _____

MAULDIN & JENKINS
CPAs & ADVISORS

June 2, 2022

Honorable Mayor and Members of the
City Commission and City Manager
City of Griffin, Georgia
100 South Hill Street
Griffin, Georgia 30223

Attn: Markus Schwab and Jessica O'Connor

We are pleased to confirm our understanding of the services we are to provide the City of Griffin, Georgia (the City) for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Griffin, Georgia as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the City's Net Pension Liability and Related Ratios.
3. Schedule of City Contributions – Pension Plan.
4. Schedule of Changes in the City's Net OPEB Liability and Related Ratios.
5. Schedule of City Contributions – OPEB Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls.

Audit Procedures—Internal Control
We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Griffin, Georgia's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Griffin's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being

subject to audit. The purpose of these procedures will be to express an opinion on the City of Griffin's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of

expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the City of Griffin will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the City in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Griffin, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to *the Georgia Department of Audits and Accounts* or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 6, 2022 and to issue our reports no later than October 31, 2022. David Irwin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $73,500 for the finanncial and compliance audit and $5,000 per major program for the Single Audit for the year ended June 30, 2022. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Commission for the City of Griffin, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of

internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Griffin, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



David Irwin

RESPONSE:

This letter correctly sets forth the understanding of the City of Griffin, Georgia.

By: _____

Title: _____

By: _____

Title: _____

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider award of contract to Brad Cole Construction Co., Inc., lowest bidder, in the amount of $13,771,660.00 for construction services for the rehabilitation of the Heads Creek Reservoir Dam and Spillway. *Director of Watershed Management, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This rehabilitation of the Heads Creek Dam and Spillway structure is a requirement of the Georgia Safe Dams program as the existing structure does not meet the modern design standards required for a Category 1 dam in the State of Georgia. This rehabilitation will secure the Heads Creek Dam and reduce the likelihood of a future dam breach or spillway failure that could result in the significant loss of life and/or property. Brad Cole Construction Co., Inc. is the lowest responsive bidder to RFP 22-007 and is recommended by our engineer of record, Hazen Sawyer, to perform this work.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This project was previously approved as a FY21 capital improvements project #CP2021-4431-4-13 and is funded by GEFA loan #GF2020019 for up to $14,000,000.00.

Submitted By:
Brandon Lewis

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Heads Creek Contract 20220606.pdf
Heads Creek Reservoir Dam Notice of Intent to Award 20220419.pdf

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between the City of Griffin (hereinafter called Owner) and Brad Cole Construction Co., Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment, and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the HEADS CREEK RESERVOIR DAM REHABILITATION. The Work is generally described in Section 01 11 00 – Summary of Work.

ARTICLE 2 – PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part will rehabilitate Heads Creek Reservoir Dam and construct a new raw water intake structure and conduit and is generally described as follows:

A. Demolition and earthwork on the existing embankment will include:

1. removing portions of the existing principal spillway,
2. demolishing the existing intake structure and portions of the existing box culvert,
3. grouting portions of the existing box culvert and structures to be abandoned,
4. removal of the existing raw water main,
5. lowering/flattening portions of the remaining earthen embankment, and
6. removing existing downstream fill materials and alluvium soil.

B. The rehabilitation will include the following new additions:

1. constructing a new concrete chute spillway over the existing embankment with auger cast piles, geotextiles, and spillway underdrain with cleanouts and check valves,
2. armoring the lowered portion of the embankment with articulated concrete block,

03-06-20

3. building a new dual chamber raw water intake structure,

4. connecting a new 24-in raw water line to the existing main,

5. constructing a new a new 36-in drawdown pipe and impact basin,

6. installing a new seepage collection system (incorporating portions of existing seepage collection system), and foundation drains,

7. construction of drainage swales and outlet channel protection,

8. installing eleven observation wells, and

9. any necessary appurtenances to the above listed structures including but not limited to ladders, gates, hatches, grating, and guards.

C. During construction, it will be necessary to do the following work to protect planned construction:

1. dewatering,

2. cofferdam construction, and

3. installation, maintenance, and removal of erosion, sediment, and pollution control measures.

D. As a Bid Alternate, the Contractor shall:

1. Maintain the reservoir's normal operating level no lower than elevation 767.0, which is two feet below the current normal pool level, during the performance of the Work and provide a continuous raw water connection (minimum 24-inch diameter) from the reservoir to the City of Griffin's Pump Station located directly downstream of the Project.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Hazen and Sawyer, (1300 Altmore Avenue, Suite 520, Atlanta, GA 30342) (hereinafter called Engineer), which is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

B. Project Milestones:

1. Milestone 1: Preliminary Final Inspection by the Georgia Safe Dams Program to occur before Substantial Completion.

2. Milestone 2: Final Inspection by the Georgia Safe Dams Program to occur before Completion.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be substantially completed within 365 calendar days after the date when the Contract Times commence to run as provided in the General Conditions and completed and ready for final payment in accordance with the General Conditions within 425 calendar days from the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Owner and Contractor recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss, apart from the costs described in Paragraph 4.04.A, if the Work is not substantially completed within the time specified in Paragraph 4.02.A for Substantial Completion, plus any extensions thereof allowed in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $1,000.00 for each day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion (adjusted for changes thereof, if any, made in the General Conditions) until the Work is substantially complete.

4.04 Special Damages:

A. In addition to the amount provided for Liquidated Damages, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed by Owner relative to the Work for each day that expires after the days specified in Paragraph 4.02.A for Substantial Completion (adjusted for changes thereof, if any, made in accordance with the General Conditions) until the Work is substantially complete.

B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or proper extension thereof, if any, granted by Owner, Contractor shall pay Owner the actual costs reasonably incurred by Owner for

engineering and inspection forces employed by Owner relative to the Work for each day that expires after the time specified in Paragraph 4.02.A for Work to be completed and ready for final payment (adjusted for extensions thereof, if any, made in accordance with the General Conditions) until the Work is completed and ready for final payment.

4.05 Owner may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due Contractor under this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor, in current funds, for completion of the Work in accordance with the Contract Documents the prices stated in Contractor's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. Contractor's Applications for Payment will be due on the 10th day of each month, or as otherwise mutually agreed by Owner and Contractor, during performance of the Work as provided in the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in the General Conditions (and in the case of Unit Price Work based on the number of units completed). A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than $5,000.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in the General Conditions.

ARTICLE 7 – INTEREST

A. All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest equal to the Current Market Rate for ninety (90) day certificates of deposit at Wells Fargo Bank of Griffin, Georgia as of the effective date of this Agreement.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 As part of the inducement for Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to the Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); if any, that have been identified the Contract Documents as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Contract Documents as containing reliable "technical data".

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

1. The cost, progress, and performance of the Work;

2. The means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and;

3. Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations,

tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 The Contract Documents consist of the following:

A. This Agreement

B. Contract Security

C. Conditions of the Contract

D. Project Manual

E. The Technical Specification and Construction Drawings bound to the Project Manual, comprising a set entitled "HEADS CREEK RESERVOIR DAM REHABILITATION", and including the following:

1. Work specified in Divisions 02 through 40 (inclusive) of the Technical Specifications.

2. Work specified in the Construction Drawings as follows:

a. Project Cover Sheet

b. Safe Dams Program Submittal Drawings G01 through S51

c. Erosion, Sediment and Pollution Control Plans Drawings ESC00 through ESC09

F. Addenda consisting of number 1 through _____, inclusive.

G. Exhibits to this Agreement:

1. Security and Immigration Compliance Act Certification

2. Subcontractor Affidavit

3. Sub-Subcontractor Affidavit

H. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:

1. Notice to Proceed

2. Work Change Directive(s)

3. Change Order(s)

4. Field Order(s)

9.02 The documents listed in Paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Contract Documents other than those listed in this Article 9.

9.03 The Contract Documents may only be amended or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents, held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Waiver

A. The waiver by the Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation, or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, condition of this Agreement or of any applicable Law or Regulation.

10.06 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made to:

   a. influence the bidding process or the execution of the Contract to the detriment of Owner,

   b. establish Bid or Contract prices at artificial non-competitive levels, or

   c. deprive Owner of the benefits of free and open competition.

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm directly or indirectly persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement on the day and year first written above.

This Agreement will be effective on _____, 2022 (which is the Effective Date of the Agreement).

Owner: City of Griffin

Signature: _____

Name: Douglas S. Hollberg

Title: Mayor

(CORPORATE SEAL)

Attest _____

Title: Jessica W. O'Connor,Secretary

Address for giving notices

Corporate Service Company

40 Technolgy Parkway South Suite 300

Norcross, GA 30092

_____

(Attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Contractor: Brad Cole Construction Co., Inc.

Signature: SB Christensen

Name: Stephen Christensen

Title: President

(CORPORATE SEAL)

Attest Bobbi Spears

Title: HR Manager

Address for giving notices

2250 Lovvorn Road

Carrollton, GA 30117

_____

Agent for service of process: Corporate Service Com

See Attached

(If Contractor is a corporation, partnership, or limited liability company, attach evidence of authority to sign.)

Approved as to form:

Andrew J. Whalen, III

Andrew J. Whalen, III
City Attorney

BRAD COLE CONSTRUCTION COMPANY, INCORPORATED

UNANIMOUS WRITTEN CONSENT WITHOUT A MEETING OF THE BOARD OF DIRECTORS

Appointment of Officers

The undersigned, being the duly appointed Board of Directors (the "Board") of Brad Cole Construction Company, Incorporated, a Georgia corporation (the "Company"), acting by unanimous written consent without a meeting as permitted by the by-laws of the Company and as allowed by law, hereby take the following action ("Action") effective as of January 1, 2021:

RESOLVED, that the following individuals constitute all of the Officers of the Company, to serve at the pleasure of the Board for the Company, to serve until their successors are appointed are qualified:

Stephen Christensen	President
Brad Cole	Vice President
Chun Jang	Secretary
Tony Spagnola	Treasurer
Wade Douthit	Director of Corporate Operations

RESOLVED, that any acts of the Board or authorized officers of the Company, and any person or persons designated and authorized to act by such persons, which acts are or were in conformity with the purpose and intent of the foregoing actions are hereby severally ratified, confirmed, and approved, and adopted in all respects as acts in the name of and on behalf of the Company.

This Action may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall together constitute one written consent. This Action shall be filed in the Company's Record Book.

IN WITNESS WHEREOF, the undersigned have executed this consent.

DATE: March 15, 2021

Brent Renfrew, Director

DATE: March 16, 2021

Steve Ennis, Director

Designated Representative:	Designated Representative:
Name: _____	Name: Wade Douthit
Title: _____	Title: Chief of Corporate Operations
Address: _____	Address: 2250 Lovorn Rd Carrollton GA
Phone No.: _____	Phone No.: 770-834-4681
Fax No.: _____	Fax No.: 770-830-7511

APPROVED AS TO FORM

_____ _____

Law Director Date

END OF AGREEMENT

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DRAFT

SECTION 00 61 00

PERFORMANCE BOND

Bond No. TBD

KNOW ALL MEN BY THESE PRESENTS that Brad Cole Construction Co., Inc.

(hereinafter called the "Principal") and Liberty Mutual Insurance Company

(hereinafter called the "Surety"), are held and firmly bound unto **City of Griffin** (hereinafter called the "Owner") and its successors and assigns, in the penal sum of

Fifteen Million One Hundred Forty Eight Thousand Eight Hundred Twenty Six & 00/100ths---, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated TBD, which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the **Heads Creek Reservoir Rehabilitation**, more particularly described in the Construction Contract (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owners to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1) Complete the Construction Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owners of the lowest responsible qualified bidder, arrange for a contract between such bidder and Owners and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owners the funds required by this Paragraph prior to the payment of the Owners of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner;

3) Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted contract price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *et.seq.* and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

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IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed by their duly authorized representatives this TBD day of _____, 20_____.

Witness as to Principal:

Brad Cole Construction Co., Inc.
Principal

_____
(signature)

By: _____(SEAL)
(signature)

Title: _____

Witness as to Surety:

Liberty Mutual Insurance Company
Surety

_____
(signature)

By: _____
Attorney-in-Fact *(signature)* Jana M. Roy

2233 112th Avenue NE

Bellevue, WA 98004
Address of Attorney-in-Fact

Seal No. 5690

END OF SECTION

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DRAFT

SECTION 00 62 00

PAYMENT BOND

Bond No. TBD

KNOW ALL MEN BY THESE PRESENTS that Brad Cole Construction Co., Inc.

(hereinafter called the "Principal") and Liberty Mutual Insurance Company

(hereinafter called the "Surety"), are held and firmly bound unto **City of Griffin** (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of

Fifteen Million One Hundred Forty Eight Thousand Eight Hundred Twenty Six & 00/100ths---, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated TBD, which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the construction of a project known as **Heads Creek Reservoir Dam Rehabilitation** as more particularly described in the Construction Contract (hereinafter called the "Project")

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished, but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Construction Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may directly sue the Principal and the Surety hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *et.seq.* and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Principal and the Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this TBD day of _____, 20 _____.

Witness as to Principal:

Brad Cole Construction Co., Inc.
Principal

_____
(signature)

By: _____(SEAL)
(signature)

Title: _____

Witness as to Surety:

Liberty Mutual Insurance Company
Surety

_____
(signature)

By: _____
Attorney-in-Fact *(signature)* Jana M. Roy

2233 112th Avenue NE

Bellevue, WA 98004
Address of Attorney-in-Fact

Seal No. 5690

END OF SECTION

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207878-023001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles W. Floberg, Drew D. Neessen, James Hamlin, John M. Miller, Mason M. Marks, Michael S. Cranston, Nicholas Warren and William M. Smith of Portland, OR; Ronald J. Lange, Charla M. Boadle and Jennifer Barret of Spokane, WA; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich and Sharon Pope of Anchorage, AK; Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Claeys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson

all of the city of Bellevue state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of April, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this TBD day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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Exhibit 1

SECTION 00 40 00

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF GRIFFIN
100 SOUTH HILL STREET
GRIFFIN, GA 30223

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the number of days after the Bid opening set forth in the Bidding Documents, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
1	2/10/22	4	3/21/22
2	3/4/22	5	3/22/22
3	3/14/22		

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in Specifications and Contract Drawings as containing reliable "technical data".

E. Bidder has considered the information known to Bidder, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, the Bidding Documents, and the Site-related reports and drawings identified in the Bidding Documents with respect to the effect of such information, observations, and documents on:

1. The cost, progress, and performance of the Work.

2. The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder.

3. Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D.

1. "Corrupt practice" means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the amount as listed on the Bid Form at the end of this Section. Total bid amount(s) shall be shown in words and numbers. In case of discrepancy, the bid amount shown in words will govern.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07 of the General

Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Book 1 Bid Submittal Document

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted on **March 29**, 20**22** by:

If Bidder is (pick one):

INDIVIDUAL

Name: **Not Applicable**
(Typed or Printed)

By: _____
(Individual's Signature)

Doing business as: _____

License or Registration Number: _____

Business Address: _____

_____

_____

Phone No.: _____ Fax No.: _____

E-mail: _____

PARTNERSHIP

Partnership Name: **Not Applicable**

By: _____
(Signature of General Partner - Attach evidence of authority to sign)

Name: _____
(Typed or Printed)

License or Registration Number: _____

Business Address: _____

_____

_____

Phone No.: _____ Fax No.: _____

E-mail: _____

CORPORATION

Corporation Name: Brad Cole Construction Co., Inc.

Georgia
(State of Incorporation)

By: 
(Signature – Attach evidence of authority to sign)

Name and Title: Wade Douthit, Chief of Corporate Operations
(Typed or Printed)

(CORPORATE SEAL)

Attest 
(Secretary)

License or Registration Number: H908744

Business Address: 2250 Lovvorn Road

Carrollton, GA 30117

Phone No.: 770-834-4681 Fax No.:

E-mail: wade@bradcoleconstruction.com

BRAD COLE CONSTRUCTION COMPANY, INCORPORATED

UNANIMOUS WRITTEN CONSENT WITHOUT A MEETING OF THE BOARD OF DIRECTORS

Appointment of Officers

The undersigned, being the duly appointed Board of Directors (the "Board") of Brad Cole Construction Company, Incorporated, a Georgia corporation (the "Company"), acting by unanimous written consent without a meeting as permitted by the by-laws of the Company and as allowed by law, hereby take the following action ("Action") effective as of January 1, 2021:

RESOLVED, that the following individuals constitute all of the Officers of the Company, to serve at the pleasure of the Board for the Company, to serve until their successors are appointed are qualified:

Stephen Christensen	President
Brad Cole	Vice President
Chun Jang	Secretary
Tony Spagnola	Treasurer
Wade Douthit	Director of Corporate Operations

RESOLVED, that any acts of the Board or authorized officers of the Company, and any person or persons designated and authorized to act by such persons, which acts are or were in conformity with the purpose and intent of the foregoing actions are hereby severally ratified, confirmed, and approved, and adopted in all respects as acts in the name of and on behalf of the Company.

This Action may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall together constitute one written consent. This Action shall be filed in the Company's Record Book.

IN WITNESS WHEREOF, the undersigned have executed this consent.

DATE: March 15, 2021

Brent Renfrew, Director

DATE: March 16, 2021

Steve Ennis, Director

LIMITED LIABILITY COMPANY

By: **Not Applicable**
(Firm Name)

(State of Formation)

By:
(Signature of Member / Authorized to Sign)

(Printed or Typed Name and Title of Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number:

Business Address:

Phone No.: Fax No.:

E-mail:

JOINT VENTURE

Not Applicable

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____

(Signature of First Joint Venturer – Attach evidence of authority to sign)

Name (Typed or Printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____

(Signature of First Joint Venturer – Attach evidence of authority to sign)

Name (Typed or Printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

License or Registration Number: _____

Business Address: _____

_____

_____

Phone and fax numbers and address for receipt of communications to joint venture.

Phone No.: _____ Fax No.: _____

E-mail: _____

BID FORM

CITY OF GRIFFIN
HEADS CREEK RESERVOIR DAM REHABILITATION

		Amount in Numbers
A	**LUMP SUM BASE BID AMOUNT:**	**$ 13,080,610.00**
B	**UNIT PRICE BID ITEM TOTAL AMOUNT: (See Schedule Below)**	**$ 691,050.00**
C	**BID ALTERNATE AMOUNT: (See Schedule Below)**	**$** ~~3,430,000.00~~ WFD Not in Contract
TOTAL BID AMOUNT (SUM OF A, B, & C):		**$** ~~17,201,660.00~~ WFD $13,771,660.00

TOTAL BID AMOUNT (SUM OF A, B, & C) in Words:

WFD

~~Seventeen Million, Two Hundred One Thousand Six Hundred Sixty Dollars & 00/100 Cents~~

Thirteen Million, Seven Hundred Seventy One Thousand, Six Hundred Sixty Dollars & 00/100 Cents

BIDDER NAME:

Brad Cole Construction

NOTE: ALL SIGNATURES REQUIRED IN THE BID FORM MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

UNIT PRICE BID ITEM SCHEDULE

	ITEM DESCRPTION	ESTIMATED QUANTITIES	UNITS	UNIT PRICE	TOTAL AMOUNT
1	Undercut and Replacement	8,000	Cubic Yards	$ 15.50	$ 124,000.00
2	Undercut	11,000	Cubic Yards	$ 6.50	$ 71,500.00
3	Offsite Disposal of Unsuitable Excavated Material	8,000	Cubic Yards	$ 29.85	$ 238,800.00
4	Foundation Drain	500	Cubic Yards	$ 107.50	$ 53,750.00
5	Outlet Channel Riprap Protection Additional Area	100	Square Yards	$ 164.00	$ 16,400.00
6	Onsite Borrow	12,000	Cubic Yards	$ 6.60	$ 79,200.00
7	Offsite Borrow	4,000	Cubic Yards	$ 26.85	$ 107,400.00
	TOTAL AMOUNT OF UNIT PRICE BID ITEMS (ITEM B IN BID FORM):				$ 691,050.00

ALTERNATE BID ITEM NO. 1

Reservoir Maintenance and Raw Water Connection

DESCRIPTION:
Alternate Bid Item No. 1:

Maintain the reservoir's normal operating level no lower than elevation 767.0, which is two feet below the current normal pool level, during the performance of the Work. Provide a continuous raw water connection (minimum 24-inch diameter) from the reservoir to the City of Griffin's Pump Station located directly downstream of the Project.

The Contract Time to achieve Substantial Completion and Final Payment is extended 180 calendar days for the Alternate Bid Item.

The additive amount shall be shown as a positive number.

TOTAL ALTERNATE BID ITEM NO. 1 PRICE (in numbers): **(ITEM C IN BID FORM)** **CIRCLE ONE: ADDITIVE or DEDUCTIVE**	WFD $ ~~3,430,000.00~~ Not in Contract

TOTAL ALTERNATE BID ITEM NO. 1 PRICE (in words):

~~Three Million, Four Hundred Thirty Thousand Dollars & 00/100 Cents~~

Basis of award shall be any combination of the LUMP SUM BASE BID, UNIT PRICE ITEMS, and ALTERNATE BID ITEM AMOUNTS, at the sole discretion of the Owner.

END OF BID FORM

Hazen and Sawyer
1300 Altmore Avenue, Suite 520
Atlanta, GA 30342 • 404.459.6363

April 19, 2022

Brad Cole Construction
Crowder Construction Company
Kiewit Infrastructure South Company
Thalle Construction

Re: Heads Creek Reservoir Dam Rehabilitation
Construction Bids
Notice of Intent to Award

Via Email

Dear Bidder:

Thank you for your proposal in response to the *Advertisement for Bids* for the Heads Creek Reservoir Dam Rehabilitation construction. Hazen has reviewed and tabulated the four bids received for the planned construction.

Based on a combination of the Lump Sum Work and Unit Price Work amounts, Hazen has recommended to the Owner that the Contract be awarded to the low bidder, **Brad Cole Construction**, in the amount of **$13,771,660**.

This *Notice of Intent to Award* should not be considered a *Notice of Award* or a *Notice to Proceed*.

Thank you again for your submittal,

Jeffery G. Powers, PE
Associate Vice President

Enclosure

cc:
Brant Keller – City (Email)
Brandon Lewis – City (email)

Job no

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a professional services agreement with KCI Technologies, Inc., Single Source, for a Process Control Evaluation and CAP for the Shoal Creek WWTP and the Blanton Mill LAS in the amount of $25,500.00. *Director of Watershed Management, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Blanton Mill LAS has seen elevated levels of Nitrate in its ground water monitoring wells for several years. These levels often exceed the drinking water limit of 10 mg/L. The Georgia Environmental Protection Division issued a Notice of Violation to the City on March 23, 2022 requiring a Corrective Action Plan be developed to address the Nitrate levels at the Blanton Mill LAS. KCI Technologies will provide a detailed review of the process control measures that may be taken at the Shoal Creek WWTP and the Blanton Mill LAS in order to mitigate Nitrate in their respective processes.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY22 budgeted funds in Watershed Management Director Professional Services (505-4405-52-1200) in the amount of $125,000.00 for engineering services. This contract is for $25,500.00.

Submitted By:
Brandon Lewis

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GRI Process Control PSA-R2 executed by AJW.pdf
Blanton Mill LAS Nitrate CAP letter-EPD 4-20-22 BL.pdf
FY23 Sole Source - KCI.pdf
FY23 Reg PO - KCI.pdf

PROFESSIONAL SERVICES AGREEMENT

June 3, 2022

City of Griffin
100 S. Hill Street
Griffin, GA 30223

City of Griffin Authorized Representative(s): Mr. Brandon Lewis
Deputy Director of Water and Wastewater

Subject: **Process Control Evaluation** ("Project")
KCI Project Number: P2022040701

KCI Technologies, Inc. ("KCI") is pleased to submit this professional services proposal (the "Proposal") to **City of Griffin** ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see Exhibit A) and all other exhibits attached hereto. If this Proposal is accepted and executed by Client, then the General Provisions and other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

The Client has provided the following background information to KCI for use in preparing this proposal: The City of Griffin, GA owns and operates an existing 2.25 MGD lagoon Wastewater Treatment Plant (WWTP) located along Shoal Creek, west of the City of Griffin. The facility discharges to the Blanton Mill Land Application System (LAS) that is currently experiencing elevated nitrate concentrations in the monitoring wells surrounding the land application site.

To support the City's response to a recent Notice of Violation for the LAS, KCI has been requested to perform an evaluation of the current operational state and process control monitoring strategy

at the WWTP and LAS and to make recommendations to minimize or eliminate the violations.

KCI proposes to perform the following Services.

- Request information from the Client:
  - Existing Process Control Plan and Design Development Report (DDR) for the WWTP/LAS (as published and in Word format for editing)
  - Available Process Control data for the last 2 to 3 years
  - Updated Flow and DMR data (since September 2021)
- Perform a gap analysis to determine any supplemental data required to complete the evaluation. This will focus on processes and parameters impacting nitrogen loadings or speciation (e.g., TKN, ammonia, nitrate/nitrite, alkalinity, dissolved oxygen, and others), and may include analysis between or within treatment units.
- Prepare a sampling plan detailing the location, frequency, and parameter list for the collection of supplemental process data.
- Once all requested data are available, evaluate the performance of the WWTP and LAS and identify probable cause(s) of permit excursions.
- Recommend updates to WWTP Process Control practices, including new process control parameters, process control sampling plan, equipment rotation strategies, and solids management plan.
- Recommend process control changes to minimize or eliminate potential permit exceedances (specifically, nitrate in groundwater at the LAS; however, if process changes affecting other parameters appear beneficial, these may also be addressed).
- Conduct a review workshop via Teams or Zoom to discuss the proposed changes and recommendations.
- Update the City's Process Control Plan with agreed-upon changes. If required, this will include drafting a new plan consisting of tables showing key process parameters, sampling locations, and monitoring frequencies for the major unit processes.
- Revise the Shoal Creek WWTP's DDR for submission to GA EPD. This revised DDR will document the implementation of recommended process changes by the City at the Shoal Creek WWTP/Blanton Mill LAS.

ASSUMPTIONS, EXCLUSIONS, AND CAVEATS

- The Client will provide all of the information requested in the above RFI prior to KCI beginning the work.
- KCI will make no physical site visits to perform the above scope of services
- The Client will approve Additional Services as desired for site visits or in-person Client meetings other than specifically identified in the above scope of services.
- KCI will not perform services for design, specifications, permitting, bidding or construction administration of any kind, unless Additional Services are approved by the Client.

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

KCI's fee for the services will be a lump sum of **$25,500** and will be invoiced monthly based on percentage of Services performed.

DIRECT EXPENSES AND CHARGES

In addition to the above fees, Client shall also pay KCI the following expenses and charges:

1. Cost plus fifteen (15) percent for fees associated with the filing of applications and permits and for reproductions and prints, special mailings and courier fees as requested or required in KCI's normal performance of the Services.

2. $0.585 per mile for all automobile mileage associated with KCI's normal performance of the Services.

3. Cost plus fifteen (15) percent for any subcontract services and equipment rental, if required. The determination as to whether subcontract services are required shall be made solely by KCI.

Based upon currently available information, KCI estimates that the fees for the Direct Expenses and Charges associated with the performance of the Services are estimated at **$100**, unless additional services are approved.

ADDITIONAL SERVICES

Experience indicates that certain additional services ("Additional Services") may be appropriate, required, or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are the result of many situations and decisions too numerous to include here but two such examples are your decision, or your contractor's, to deviate from current plans or standards, or a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

For Client's reference, the following are some examples of Additional Services that may be necessary to complete the Services but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Services within the Scope of Services unless and until a mutually agreed to written amendment is executed by the parties.

Examples of services that may be required as Additional Services.

- Services revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.
- Retests, re-checking and repeat observations due to contractor errors or need for contractor to repeat Services tasks due to failure to meet initial test requirements.
- Corrective Services and any re-surveying due to inaccurate or defective deeds, title documents, Client-supplied information or other previously prepared information relied upon in developing the Scope of Services.
- Checking of services performed by others.
- Certifications not specifically called for in the Scope of Services.
- Re-Services or revisions of Services due to changes in policies or regulations during the progress of the Services.
- Geotechnical services.
- Descriptions with associated plats for legal documents.
- U.S. Army Corps of Engineers "404 Permit" application and processing.
- All services performed prior to the date of this Proposal.
- The recording of plats and documents, and fees for same, which shall be paid directly by the Client.

FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in written amendment when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with **City of Griffin** on the **Process Control Evaluation**. The KCI point of contact ("POC") if you have questions about this Proposal, the General Provisions, or any other attachment is Tom Vollmar, who may be contacted at either 864-269-0890 or thomas.vollmar@kci.com .

Very Truly Yours,

Thomas E. Vollmar

Tom Vollmar, PE
Technical Lead

Approved,

David DePratter, PE
W/WW Practice Leader

Cc: Kevin Anderson, KCI
Proposal File

ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this Proposal on behalf of the Client does hereby warrant that he/she has full authority to do so. Unless otherwise identified in Section 18, NOTICES, Client agrees that the person executing this Proposal will be the designated recipient.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.

CITY OF GRIFFIN, GEORGIA

By:_____
Douglas S. Hollberg, Mayor

Attest:_____
Jessica W. O'Connor, Secretary

SEAL

Approved as to form:

By: Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

EXHIBIT A

GENERAL PROVISIONS

These General Provisions are incorporated by reference in the Proposal for the performance of Services by KCI as of the date of the executed Proposal.

1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract ("Agreement") to KCI and Client requests and authorizes KCI to proceed with Services, the terms and conditions of this Agreement will be in force and govern the Services and the relationship of the parties.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

Although KCI will attempt to complete all Services in a timely fashion, KCI does not guarantee, expressed or implied, the time when Services are completed. If applicable, KCI will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

If applicable to the Services, if Client possesses neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land related to the Services, one of the following conditions must be fulfilled by Client within ten (10) business days after receipt of a fully executed copy of this Agreement:

i. Client must secure express written authorization from the rightful owner of the property that (1) grants KCI the right to provide the Services on or about the property or parcel(s) in question; and (2) acknowledges and affirms the entire terms of this Agreement and the range of Services rendered by KCI; or

ii. Client must pay an additional fee to KCI in an amount equal to thirty percent (30%) of the gross contract before KCI commences the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

If applicable to the Services, when KCI Services require KCI personnel or subconsultants to be at a project site, KCI agrees it and its subconsultants will comply with the Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of KCI, nor the presence of KCI or its employees and subconsultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

6. DOCUMENTS

Upon final payment, KCI hereby assigns to Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Services. Documents and Materials are the

documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

Until final payment and during the provision of Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

Client will include in all contracts in any way related to the Services provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications.

Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such Documents or Materials, the hard copies shall govern.

7. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages, and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

To the extent allowed by law, if any, the Client agrees to indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in Section 5, RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY; changes/modifications to Documents and Materials referenced in Section 6, DOCUMENTS; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees KCI incurs as a result of late-payment referenced in Section 10, PAYMENTS; and, where applicable, any loss or damage to KCI or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Neither the Client nor KCI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

If applicable to the Services, Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by KCI under this Agreement or the applicable KCI insurance coverage, whichever is the lesser.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against KCI for liquidated damages unless, pursuant to a final determination consistent with Section 12, DISPUTE RESOLUTION, KCI is found to be at least partially at fault, then KCI agrees to pay is proportionate share of liquidated damages.

If applicable to the Services, Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

If applicable to the Services, Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

8. INSURANCE

KCI maintains at least the following insurance: 1) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate; 2) Workers Compensation Insurance in compliance with the statutes of the State that

has jurisdiction over its employees providing the Services to the required statutory amount; 3) Automobile Liability Insurance with a combined single limit of two million dollars ($2,000,000); and 4) Professional Liability Insurance in the amount of at least two million dollars ($2,000,000). Certificates of insurance may be provided upon request.

9. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Unless required by law, expressly including the Georgia Open Records Law, Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement.

10. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in Section 12, DISPUTE RESOLUTION. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all

certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

11. TERMINATION

Upon three (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within ten (10) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

12. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. If after thirty (30) business days the Claim remains unresolved, then the parties agree to submit the Claim for confidential, non-binding mediation with both parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the parties. The parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission. Both parties agree that the choice of law shall be the laws of the State of Georgiat, regardless of any other choice of law provisions.

If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the State of Georgia. Prior to the exercise of this right, the party seeking judicial relief shall provide the other party thirty (30) days' prior written notice before filing such judicial action.

13. CERTIFICATE OF MERIT

Either consistent with the applicable Certificate of Merit statute or pursuant to this Agreement, Client shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Client shall

have first provided KCI with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with Section 4, STANDARD OF CARE. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to Section 12, DISPUTE RESOLUTION.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

16. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

17. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

18. NOTICES

All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the party's designated recipient at the following:

Client:
Brandon M. Lewis
100 S. Hill Street
Griffin, GA 30223
(770) 229-6424
blewis@cityofgriffin.com

KCI:
Tom Vollmar
106 Clair Dr.
Piedmont, SC 29673
864-269-0890
Thomas.Vollmar@kci.com

Unless otherwise identified above, Client agrees that the person executing this contract will be the designated recipient.

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contract information from the above will not be effective until such time as written notice is provided to the other party in accordance with this Section 18.

19. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

This Agreement shall be governed by the laws of the State of Georgia, regardless of its or any other choice of law provisions.

Both parties agree that KCI is an independent contractor.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

Griffin
Director Watershed Management Department, Brant D. Keller PhD
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 678-692-0391 F 678.692.0392 W cityofgriffin.com

April 20, 2022

Ms. Johanna Smith, P.E.
Georgia Department of Natural Resources
Environmental Protection Division – Watershed Protection Branch
2 Martin Luther King Jr. Drive SE, Suite 1152 East
Atlanta, Georgia 30334

RE: Notice of Violation
City of Griffin Land Application System
LAS Permit No. GAJ020036

Dear Ms. Smith:

This letter is in response to your March 23, 2022 letter to Dr. Brant Keller, City of Griffin-Director of Watershed Management, notifying of (19) reported violations of the Land Application System (LAS) Permit No. GAJ020036 (Permit). In your letter you required that the City of Griffin (City) submit a Corrective Action Plan (CAP) to address the (19) violations described therein. Below is the City's response to this requirement.

As noted in the City's response letter to Mr. Hsin-Sheng Yeh dated February 12th, 2021 (Attachment A), our consultant, Ernest David Dickens, Ph.D., recommended elemental Sulfur application to the soils in the spray lanes nearest the wells with historically elevated Nitrate-N levels. Following Dr. Dickens' recommendations, Sulfur was applied during the period April 2020 – September 2020 at the recommended rates. It is expected that the Sulfur will take up to (4) years to fully react with the soil and mitigate the elevated Nitrate-N levels in the monitoring wells. Currently we are only two years into this (4) year period. Per Dr. Dickens' assessment, we are expecting to see the result of the soil pH lowering effect of the Sulfur applications by the second quarter of year 2024.

Also noted in Attachment A, the City of Griffin Water and Wastewater Department staff performed an evaluation of the LAS operations and performed CCTV inspections of the ground water monitoring wells containing elevated Nitrate-N concentrations to insure no instance of well contamination from surface water run-off. This investigation determined that the inspected well casings are all in good condition and there is no evidence of infiltration or contamination from surface water run-off. Additionally, the hydraulic loading of each LAS zone was found to be adequate per the LAS O&M manual.

Recently, the City has secured services from KCI Technologies, Inc. (KCI) to perform a Process Control Evaluation of the current Shoal Creek WWTP operation with an aim to revise the existing Design Development Report (DDR) for submission to the Georgia EPD. KCI will perform the following services:

1. Review existing Process Control Plan and DDR, process control data for the past (3) years, and monthly DMR's for the past (3) years.

Griffin
Director Watershed Management Department, Brant D. Keller PhD
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 678-692-0391 F 678.692.0392 W cityofgriffin.com

2. Perform a GAP analysis to determine an supplemental data required to complete the evaluation.

3. Prepare a sampling plan detailing the location, frequency, and parameter list for the collection of supplemental process data.

4. Once all requested data are available, evaluate the performance of the WWTP and LAS and identify probably cause(s) of permit excursions.

5. Recommend updates to WWTP Process Control practices, including new process control parameters, process control sampling plan, equipment rotation strategies, and solids management plan.

6. Recommend process control changes to minimize or eliminate potential permit exceedances (specifically, nitrate in groundwater at the LAS; however, if process changes affecting other parameters appear beneficial, these may also be addressed).

7. Conduct a review workshop to discuss the proposed changes and recommendations.

8. Update the City's Process Control Plan with agreed-upon changes. If required, this will include drafting a new plan consisting of tables showing key process parameters, sampling locations, and monitoring frequencies for the major unit processes.

9. Revise the Shoal Creek WWTP's DDR for submission to GA EPD. This revised DDR will document the implementation of recommended process changes by the City at the Shoal Creek WWTP/Blanton Mill LAS.

The above scope of services is expected to begin during June 2022. A follow-up letter detailing the City's actions to be taken per KCI's findings and recommendations will be sent to you following completion of KCI's evaluation.

The City is committed to addressing the issue of elevated Nitrate-N detected in the ground water monitoring wells at the Blanton Mill LAS. I expect that KCI's evaluation in addition to the followed recommendations from Dr. David Dickens' work plan will result in significant reduction of the Nitrate-N concentrations in the affected wells at the LAS.

Should you have any questions or need additional information, please contact me at (770) 229-6424 ext 493.

Sincerely,

Brandon Lewis
Deputy Director of Water & Wastewater
City of Griffin

Griffin
Director Watershed Management Department, Brant D. Keller PhD
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 678-692-0391 F 678.692.0392 W cityofgriffin.com

CC: Brant D. Keller, PhD, Director of Watershed Management
Wally Brown, Superintendent Shoal Creek WWTP
Nicole Hensley, Wastewater Laboratory Manager

Griffin
Director Watershed Management Department, Brant D. Keller PhD
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 678-692-0391 F 678.692.0392 W cityofgriffin.com

Attachment A

Griffin
Director Watershed Management Department, Brant D. Keller PhD
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 678-692-0391 F 678.692.0392 W cityofgriffin.com

February 12, 2021

Mr. Hsin-Sheng Yeh
Georgia Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive SE, Suite 1152 East
Atlanta, Georgia 30334

RE: Shoal Creek WWTP – Blanton Mill LAS
NPDES Permit No. **GAJ020036**
City of Griffin
Ground Water Monitoring Report

Dear Mr. Yeh,

This letter is in response to your December 14, 2020 email to Mr. Todd Holderfield, City of Griffin-Wastewater Lab Manager, requesting additional information regarding actions taken and actions that will be taken to address the elevated Nitrate-N levels in some ground water monitoring wells at the Blanton Mill LAS. Specifically, the wells **D5, D7, D15,** and **M2** have Nitrate-N concentrations consistently above the 10 mg/L Maximum Contaminant Level for drinking water.

As noted in the ***Shoal Creek WWTP-Blanton Mill LAS*** letter dated January 7th, 2020, our consultant, Ernest David Dickens, Ph.D., recommends elemental Sulfur application to the soils in the spray lanes nearest the wells with historically elevated Nitrate-N levels. Following Dr. Dickens' recommendations, Sulfur was applied during the period April 2020 – September 2020 at the recommended rates in the attached **Blanton Mill spray areas Plan of Action March 2020 – March 2024**. It is expected that the Sulfur will take up to 4 years to fully react with the soil and mitigate the elevated Nitrate-N levels in the monitoring wells.

Dr. Dickens' recommendations in the attached Plan of Action also include the application of Aluminum Sulfate in the spray lanes. This treatment will be completed in accordance with the Plan of Action during the upcoming dry season (May 2021 – September 2021).

Dr. Dickens completed LAS soil sampling in December of 2020 and will render a report of findings sometime in mid-February 2021. We anticipate this report to show reduction of Nitrate-N levels in the soils around the ground water monitoring wells with elevated Nitrate-N concentrations. Dr. Dickens will provide an updated work plan for our upcoming contract year (July 2021-June 2022) with new recommendations for further reduction of Nitrate concentrations at the Blanton Mill LAS.

Griffin
Director Watershed Management Department, Brant D. Keller PhD
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 678-692-0391 F 678.692.0392 W cityofgriffin.com

Additionally, City of Griffin Water and Wastewater Department staff are evaluating the following items to determine any possible operational considerations for the Blanton Mill LAS site.

1. CCTV inspection of the ground water monitoring wells with Nitrate-N concentrations above 8.0 mg/L to determine if there may be any surface run-off infiltrating the ground water monitoring wells during spraying activities.

2. Spray field operational changes to lessen the hydraulic loading rate on the fields with wells showing Nitrate-N concentrations above 9.5 mg/L. Note: Any changes to hydraulic loading rates would be in accordance with the permit limitations in **LAS Permit GAJ020036**.

3. Additional review of Blanton Mill LAS operations and processes by qualified environmental consulting groups. Wastewater staff is currently seeking proposals and reviewing scope of services from reputable firms.

Should you have any questions or need additional information, please contact me at (770) 229-6424 ext 493.

Sincerely,

Brandon Lewis
Deputy Director of Water & Wastewater
City of Griffin

CC: Brant D. Keller, PhD, Director of Watershed Management
Wally Brown, Superintendent Shoal Creek WWTP
Todd Holderfield, Wastewater Laboratory Manager

CITY OF GRIFFIN
FY23 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

○ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

◉ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity	Process evaluation services for Blanton Mill LAS and Shoal Creek WWTP

Detail the research that has been done to qualify this for selected method of procurement:

KCI Technologies is a subject matter expert for lagoon treatment systems. They have performed a previous evaluation and technology comparison for the Shoal Creek WWTP. Their recent experience with this work makes them a preferred provider for this proposed work.

Supplier/Source Name/Address:	**KCI Technologies, Inc.**		
Supplier/Source Contact:	**Tom Vollmar**	**Phone:**	**864-414-7967**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

Professional services for a process control evaluation and corrective action plan for the Shoal Creek WWTP and Blanton Mill LAS for the purpose of mitigating elevated Nitrate levels in the ground water monitoring wells at the Blanton Mill LAS.

Is this a 1-time procurement? Estimated expenditure- one-time	25,500	OR - annual spend	

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

KCI Technologies has extensive experience with the evaluation and assessment of wastewater lagoon systems. KCI has previously performed a feasibility study to determine possible process upgrades to the Shoal Creek WWTP for the purpose of direct stream discharge and increase of treatment capacity. This work will be done with findings from their previous work in mind.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request:	7/1/2022	Requestor:	Brandon Lewis		
Department:	Watershed	Dept Accting Code:	505-4405-52-1200	Phone:	770-229-6424

Purchasing Use Only ⇓				**Finance Approval:**	
Comment:					
Date Processed:		Date Posted to GPR:		Solicitation #:	
Outcome:					
Awarded Sole Source:		Issued PO/Contract:		Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 7/1/22

FY23 Purchase Order No.

Bid/Quote No. P2022040701

Vendor No.

Vendor Name & Address

KCI Technologies, Inc.
Tom Vollmar
PO Box 791479
Baltimore, MD 21279-1479
thomas.vollmar@kci.com
Ph: 864-714-1280 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Watershed
100 South Hill St
Griffin, GA 30223

ATTN: Brandon Lewis
Phone: 770-229-6424 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.
*Terms: Net 30 unless otherwise specified on PO	

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Shoal Creek WWTP/Blanton Mill LAS	505 - 4405 - 52 - 1200 0000	1	ea	25,500.000	25,500.00
Process Evaluation and CAP					
Professional Service Agreement					
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: **Totals: $** **25,500.00**

FY23 Purchase Order

COG USE ONLY ⬇ **COG USE ONLY** ⬇

PRICING METHOD: Watershed / Brandon Lewis / 7-1-22

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Dept / Requestor / Date **Purchasing / Date**

Brandon Lewis / 7-1-22

Department Mgr / Date **Finance Director / Date**

Copy emailed to Supplier ☐ Supplier Notified

City Manager / Date **BOARD / Date**

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider approval of an increase in the cost of services provided by Terracon Consultants ("GEC") in the amount of $6,000.00 (previously $3,500) to provide environmental monitoring consisting of data evaluation, statistical analysis and EPD reporting services for the Shoal Creek Landfill. *Director of Solid Waste, Todd Ennis will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Terracon Consultants, also known as "Geotechnical & Environmental Consultants, Inc.", is a subject matter expert company in data evaluation, statistical analysis and reporting services in accordance with the Georgia Environmental Protection Division and has been providing these services for the City of Griffin since 2010.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Item is budgeted in the professional services account for FY23.

Submitted By:
Todd Ennis

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Terracon Consulants Continuation of Services Landfill FY23.pdf
Terracon and GEC Environmental Monitoring Services FY10.pdf

514 Hillcrest Industrial Blvd
Macon, GA 31204
P (478) 757-1606
F (478) 757-1608
Terracon.com

April 18, 2022

Mr. Todd Ennis
Solid Waste Director
City of Griffin
236 Emlett Drive
Griffin, Georgia 30223

SUBJECT: **Continuation of Environmental Monitoring Services**
City of Griffin Landfills
Terracon Project Number: HN105714

Dear Mr. Ennis:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to provide our continued services to the City of Griffin. As you know, Geotechnical & Environmental Consultants, Inc. (GEC), a Terracon Company, has provided data evaluation, statistical analysis and reporting services for the City of Griffin since 2013. We greatly value our relationship and have been able to maintain our pricing with you since 2019; however, due to inflation rates, we are requesting an increase for our environmental services at the following facilities:

City of Griffin Shoal Creek Road Landfill - C&D Phase 2 Site
Permit No. 126-009D(C&D)

City of Griffin Shoal Creek Road Landfill - MSW Site
Permit No. 126-003D(SL)

City of Griffin Shoal Creek Road Landfill - C&D Phase 3
Permit No. 126-010D(SL)

The City of Griffin has historically contracted Environmental Monitoring Services, LLC (EMS) to perform the sampling of the wells and surface water points at the landfill. Terracon will continue performance of data evaluation, statistical analysis, and reporting in accordance with the Georgia Environmental Protection Division's (EPD) Unified Guidance titled "Statistical Analysis of Groundwater Monitoring Data at RCRA Facilities" dated March 2009 and the Landfills approved Groundwater Monitoring Plans.

Terracon's revised cost for providing the statistical analysis and reporting services for the City of Griffin Landfills are broken down as follows:

	Previous Budget	2022 Budget
Shoal Creek Road Landfill - MSW	$1,500	$2,250
Shoal Creek Road Landfill - C&D Phase 2 Site	$1,000	$1,500
Shoal Creek Road Landfill - C&D Phase 3	$1,000	$2,250
Total	$3,500	$6,000

If this cost revision for continued environmental services meets with your approval, please sign the below and return a copy to our Macon, Georgia office. If you should have any questions or comments regarding this cost revision, please contact either of the undersigned at 478-757-1606.

Sincerely,
Terracon Consultants, Inc.

Gregg Stephens, P.G.
Senior Geologist

Thomas E. Driver, P.E.
Regional Manager

The City of Griffin, Georgia approves the cost revision detailed above

Name: Todd Ennis

Signature: _____ Date: 05/19/2022

GEC

GEOTECHNICAL & ENVIRONMENTAL
CONSULTANTS, INC.

December 22, 2010

Mr. Kevin Barkley
Solid Waste Director
City of Griffin
P.O. Box T
Griffin, GA 30224

SUBJECT: Task Order Form for Evaluation of Methane Migration Issues
& Methane Corrective Action Plan Preparation
Shoal Creek Road C&D Landfill Phase II.
Spalding County, Georgia
GEC Proposal No. MG-10-4405

Dear Kevin:

Geotechnical & Environmental Consultants Inc. (GEC) is pleased to provide this proposal for Evaluation of Methane Migration Issues & Methane Corrective Action Plan Preparation for Phase II of the Shoal Creek Road C&D Landfill.

Due to the detection of landfill gas (LFG) in detection monitoring wells located along the south and west borders of the landfill, additional temporary monitoring wells were installed last month and these temporary points have been monitored along with the permanent monitoring points during the monthly monitoring events. The intent is that the data from the permanent and temporary monitoring points will be evaluated to assist in the preparation of a Corrective Action Plan for control of LFG migration.

GEC proposes to evaluate the data and the spatial configuration of the monitoring points, the waste unit and the permit boundary to determine the most feasible and economical corrective action. Upon completion of the evaluation, a Corrective Action Plan will be prepared for submittal to GaEPD.

GEC's estimated cost for the scope of work discussed above is $4,500.00. This should be considered as a "not to exceed" estimate, but our invoice will reflect only the amount of work performed, billed at our standard unit rates.

514 Hillcrest Industrial Boulevard Macon, GA 31204 Tel: (478) 757-1606 Fax: (478) 757-1608
5031 Milgen Court Columbus, GA 31907 Tel: (706) 569-0008 Fax: (706) 569-0940
P.O. Box 767637 Roswell, GA Tel: (770) 804-9055 Fax: (478) 757-1608

GEC appreciates the opportunity to provide this proposal and if you have any questions, please call.

Very Truly Yours,

GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC.

Jon A. Spaller, P.G.
Senior Geologist
Ga. Reg. #710

JAS/js

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, amendments to the Personal Transportation Vehicle ordinance, Code of Griffin, Chapter 90, *Traffic and Vehicles*, Article X, *Personal Transportation Vehicles*. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

City of Griffin adopted an ordinance permitting the use of "motorized carts," now referred to as "personal transportation vehicles" in December 2011. However, for the first time, the City has obtained approval from the Georgia Department of Transportation for the creation of authorized crossing points over certain State Highways within the City. This is anticipated to increase the number of personal transportation vehicles operating on public roads throughout the City. For this reason, Staff is recommending the proposed amendments to the personal transportation vehicle ordinance in order to clarify the system of registration and regulation of personal transportation vehicles operating within the City limits.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The registration fee ($15.00), late fees, and fines for violations of this ordinance remain unchanged by this amendment and are nominal in revenue earned by the City.

Submitted By:
Kelsey Carden

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Personal Transportation Vehicles Ordinance Amendment.docx
Red Line - PERSONAL_TRANSPORTATION_VEHICLES v.1.docx

No. 22 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 90, TRAFFIC AND VEHICLES, ARTICLE XI, PERSONAL TRANSPORTATION VEHICLE, TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR REGULATION OF PERSONAL TRANSPORTATION VEHICLES OPERATING WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF GRIFFIN; PROVIDE FOR A SYSTEM OF REGISTRATION OF PERSONAL TRANSPORTATION VEHICLES; TO PROVIDE FOR REGULATION OF ALL-TERRAIN VEHICLE OPERATION REGULATION WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF GRIFFIN; TO PROVIDE FOR INSURANCE REQUIREMENTS FOR PERSONAL TRANSPORTATION VEHICLES AND LOW-SPEED VEHICLES OPERATING ON PUBLIC ROADS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF GRIFFIN; TO PROVIDE FOR PENALTIES FOR VIOLATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 90, TRAFFIC AND VEHICLES, by amending Article XI, PERSONAL TRANSPORTATION VEHICLES, which hereafter shall include the following language:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 90 – TRAFFIC AND VEHICLES

ARTICLE XI – PERSONAL TRANSPORTATION VEHICLES

Sec. 90-210. – Findings and intent.

This article is adopted to address the interest of public safety. "personal transportation vehicle" or "PTVs" and other similar vehicles are not generally designed or manufactured to be used on public highways, streets and roads (hereinafter, "public roads"). Adoption of this article is not to be relied upon as a determination by the City that operation of personal transportation vehicles and other similar vehicles on public roads is safe or advisable, even if done in accordance with this article. By regulating such operation, the City is merely addressing safety issues. All persons who operate or ride in personal transportation vehicles and other similar vehicles on public roads do so with their own judgment and at their own risk and must be observant of, and attentive to, the safety of themselves and others, including their passengers, other motorists, bicyclists and pedestrians. Notwithstanding any law to the contrary, the City accepts no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of personal

transportation vehicles and other similar vehicles on public roads, recreation paths, rights-of-way or other public property under this article. Any person who operates personal transportation vehicles and other similar vehicles is responsible for procuring appropriate insurance as may be required by state law or this article as a condition of operating personal transportation vehicles and other similar vehicles on the public roads of the City.

Sec. 90-211. – Definitions.

The following words and phrases, when used in this article, shall have the meanings ascribed to them in this section:

All-terrain vehicle (ATV) means any motorized vehicle deigned by "off-road" use, which is equipped with three or more non-highway tires, a seat for the operator, and a steering wheel or handlebars for guiding the vehicle. For purposes of this article, the term "All-terrain Vehicle) shall include a Class I, Class II, and Class III all-terrain vehicle as defined at O.C.G.A. § 40-1-1(8.01), (8.1) and (8.2).

Electric personal assistive mobility device (EPAMD) means a self-balancing, two non-tandem wheeled device designed to transport only one person and having an electric propulsion system with average power of 750 watts (one horsepower) and a maximum speed of less than 20 miles per hour on a paved level surface when powered solely by such propulsion system and ridden by an operator who weighs 170 pounds.

Golf car or *golf cart* means a motorized vehicle designed or intended for the purpose and exclusive use of conveying one or more persons and equipment to play the game of golf on a land area designated as a golf course, or sport of sporting clays on a land area designated as a sporting clays course, and not designed or intended for use on public roads or recreational paths. For such a vehicle to be considered a golf car or golf cart, its average speed shall be less than 15 miles per hour (24 kilometers per hour) on a level road surface with a 0.5% grade comprising a straight course composed of a concrete or asphalt road surface that is dry and free from loose material or surface contamination with a minimum coefficient of friction of 0.8 between tire and surface.

Gross weight means the unladen weight of the vehicle plus the weight of any load thereon.

Low-speed vehicle (LSV) means any four-wheeled electric vehicle whose top speed attainable in one mile is greater than 20 miles per hour but not greater than 25 miles per hour on a paved level surface, displays a current motor vehicle tag, and which is manufactured in compliance with those federal motor vehicle safety standards for low-speed vehicles set forth in 49 C.F.R. Section 571.500 and in effect on January 1, 2001.

Motor vehicle means every vehicle which is self-propelled, other than an electric personal assistive mobility device (EPAMD).

Multipurpose off-highway vehicle means any motorized vehicle having features specifically intended for utility use and having the following characteristics:

(1) Has the capability to transport persons, cargo, or both;

(2) Operates between 25 miles per hour (40.2 kilometers per hour) and 50 miles per hour (80.4 kilometers per hour);

(3) Has an overall width of 80 inches (2,030 millimeters) or less, exclusive of accessories or attachments;

(4) Is designed to travel on four or more wheels;

(5) Uses a steering wheel for steering control;

(6) Contains a non-straddle seat;

(7) Has a gross vehicle weight rating of 4,000 pounds (1,814 kilograms); and

(8) Has a minimum cargo capacity of 350 pounds (159 kilograms).

Pedestrian means any person travelling afoot.

Personal transportation vehicle (PTV) means:

(1) Any motor vehicle having no fewer than three wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour; if such vehicle was authorized to operate on public streets of the city prior to January 1, 2012, it may also be referred to in prior Codes and ordinances as a "motorized cart"; and

(2) Any motor vehicle with a minimum of four wheels, capable of a maximum level ground speed of less than 20 miles per hour with a maximum gross vehicle unladen or empty weight of 1,375 pounds and capable of transporting not more than eight persons.

This term personal transportation vehicle does not include mobility aids, including power wheelchairs and scooters, which can be used indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multipurpose off-highway vehicle. Lastly, this term does not include golf cars or carts which do not meet the equipment specifications set forth in Sec. 90-127 of this article.

Public road means the entire width between the boundary lines of every right-of-way or place open to the use of the public for purposes of vehicular travel within the boundaries of the city, including streets and alleys.

Sidewalk means the improved surface or path within the public right-of-way, and outside of the roadway intended primarily for the movement of vehicular traffic, that is intended primarily for the movement of pedestrian traffic and other permitted uses.

Unladen weight means the weight of a vehicle without load as per the manufacturer's specifications for such vehicle.

Valid driver's license means any current and valid certificate issued by the state, other state of the United States of America, or international agency which permits persons to operate motor vehicles on the public roads of the state. This definition is intended to include instructional permits for the operation of a noncommercial Class C vehicle provided that the person possessing the

instructional permit is, at all times during operation on public roads, accompanied by a person at least twenty-one (21) years of age who is (1) licensed to operate a noncommercial Class C vehicle on public roads; (2) fit and capable of exercising control over the vehicle; and (3) occupying a seat beside the driver possessing the instructional permit.

Sec. 90-212. – Nomenclature; exemptions; exceptions.

(a) Any "motorized cart," as defined under prior Code provisions or ordinances, and any personal transportation vehicle shall meet the requirements, including minimum equipment, as required by state law and this article, in order to legally operate upon Public Streets of the city. A "motorized cart," when equipped as set forth in O.C.G.A. § 40-6-330.1, shall be considered a personal transportation vehicle (PTV) for purposes of this article.

(b) This article shall not apply to any motor vehicle, regardless of how classified, that is owned or leased by a government entity and used for government purposes.

(c) This article shall not apply to any golf cars, golf carts, or personal transportation vehicles owned by golf courses, country clubs, shooting clubs or other such organized entities which own or lease such vehicles and make them available to or for use by members and/or the public on a short-term rental basis, provided the vehicles are used only on the premises of the entity and not operated on Public Streets, recreational paths or other public property, except at designated street crossings.

(d) This article shall not apply to any PTV's used by a private business or entity only on the premises of the entity to transport officers, employees and business guests about the premises.

(e) Any contractor or construction firm, upon a showing of necessity, may seek an exception from the city manager for the limited use of motorized vehicles otherwise subject to this article.

Sec. 90-213. – Registration of a PTV.

(a) *Annual registration.* It shall be the duty of every owner of a PTV that is operated on public roads, recreation paths, rights-of-way or other public property in the jurisdiction of the city to register the PTV with the City of Griffin Police Department within ten business days of purchase or first use on a Public Road, whichever comes first, and annually thereafter.

(1) Registration with the city shall include a record of the make, model, any vehicle identification number or serial number on such PTV, the name and address of the owner, including physical address and mailing address, a contact phone number, driver's license number, and any other such information as the city shall require, all of which shall be maintained by the City of Griffin Police Department.

(2) If the PTV is not registered with the city within ten business days of purchase or before first use on a Public Road within the city, whichever comes first, it shall be considered an unregistered PTV and subject the owner and/or operator of such PTV to penalties set forth in Sec. 90-221. Furthermore, any PTV operated on public roads that is not

registered within ten business days or before first use on a Public Road shall be assessed a late registration penalty of an additional $15.00.

(3) Any owner registering a PTV with the city agrees to abide by all of the requirements of state law and this Code. By registering a PTV with the city the owner verifies that the vehicle meets all minimum equipment requirements of O.C.G.A. § 40-6-330.1 and qualifies to be classified as a PTV under state law and this Code.

(b) *Renewal*. Annual registration renewal shall occur between January 1 and April 1 of each year. If a PTV's registration is not renewed by April 1, it shall be considered an unregistered PTV, and the owner and/or operator of such PTV shall be subject to penalties as set forth in Sec. 90-221. Furthermore, any PTV operated on public roads that has not had its registration timely renewed shall be assessed a late registration penalty of $15.00 in addition to the annual registration fee.

(c) *Registration fee.* There is hereby imposed an annual fee of $15.00 to register a PTV for use on public roads to cover the costs of implementing and maintaining this article. The registration fee must be paid for each PTV. If initially registering after July 1 of the year, the fee will be $7.50.

(d) *Owner Relocation.* In the event that a registered personal transportation vehicles owner changes his/her address or contact information after the PTV is registered, that owner shall have thirty (30) days to provide their new contact information to the City of Griffin Police Department. If the owner's information is not updated within thirty (30) days of relocation, a $15.00 penalty will be applied and the PTV shall be considered an unregistered PTV and subject the owner and/or operator to penalties as set forth in Sec. 90-221. This provision is not intended to apply to a change of ownership which would require a new registration as set forth in Sec. 90-213(a).

(e) *Decal.* Upon registration, two numerical decals shall be issued evidencing such registration. The decals must be affixed to the sides of the PTV in such a manner as to be fully visible at all times. Upon renewal, and updated decals or an addendum to decals will be provided by the city and must be affixed to the sides of the PTV so as to be fully visible at all times. The failure to have the decals properly affixed on a PTV used on public roads, recreational paths or other public property shall be a violation of this article and subject the owner and/or operator of such PTV to the penalties set forth in Sec. 90-221. The decals issued by the city shall be non-transferrable from the PTV for which is it was obtained. Each newly acquired PTV must be registered and obtain its own decals.

(f) *Cancellation of Registration.* In the event that a registered PTV is lost, stolen, totaled, junked, sold or otherwise relocated outside of the jurisdictional limits of the City such that it will no longer be operated on public roads of the City, it is the owner's duty to notify the City of Griffin Police Department within thirty (30) days of such event in order to cancel the registration for the PTV. If the PTV's registration is not cancelled and the PTV is later operated in violation of this article, the registered owner may be subject to penalties set forth in Sec. 90-221.

(g) *PTV Rentals.* Personal transportation vehicle dealers and distributors, along with other commercial establishments, may rent PTVs to the public for use on public roads, rights-of-way or other public property. Each such establishment renting PTVs shall be required to register each such PTV in accordance with this section and shall maintain a written record of each person who rents each PTV. Renters shall be required to furnish positive identification, shall be provided a copy of this article to read, must be at least 16 years of age and possess a valid driver's license. All licensing and operating regulations shall be consistent with the provisions of this article as pertains to PTV's.

(h) *Special Events.* The city manager may, at his or her discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring personal transportation vehicles as participants. Such special events shall last no longer than seven calendar days.

Sec. 90-214. – Personal transportation vehicle regulations.

(a) In addition to motor vehicles authorized by state law to operate on public roads as standard vehicular traffic, the following sub-classifications of motor vehicles may be operated on public roads within the jurisdictional limits of the City subject to the limitations set forth in this Article:

    (1) Personal transportation vehicles (PTV) meeting the specifications set forth in this Article, including minimum equipment requirements set forth in Sec. 90-217; and

    (2) Low-speed Vehicles (LSV) bearing a current state license tag and operated in accordance with O.C.G.A. Title 40, Part 5.

(b) A PTV or LSV may be operated only on public roads within the jurisdictional limits of the city which have a posted speed limit of thirty-five (35) miles per hour or less. This does not prohibit crossing a street or highway where the road being crossed has a posted speed limit in excess of thirty-five (35) miles per hour, provided the crossing has been properly designated as a “cart crossing,” proper signage and signalization has been erected in accordance with the Manual on Uniform Traffic Control Devices, as adopted by the State of Georgia, and the road being crossed into has a posted speed limit of thirty-five (35) miles per hour or less.

(c) No PTV shall be driven on public roads having a posted speed limit in excess of thirty-five (35) miles per hour or on highways classified on the Federal or State Highway System, regardless of posted speed limit, unless such route is designated for cart use by the Georgia Department of Transportation.

(d) No PTV may cross any public street, road, or highway on which the use of a PTV is prohibited, except at a crossing or intersection designated by the city and signalized in accordance with the Manual on Uniform Traffic Control Devices, as adopted by the State of Georgia. Crossings at intersections on the State Highway System shall be designated for that purpose by the Georgia Department of Transportation. All intersections where PTVs may cross shall be controlled by a signalized traffic control device and posted with signage designating their use by PTVs.

(e) PTVs and LSVs shall not be operated on sidewalks at any time.

(f) Rights-of-way on the State Highway System and any public property owned or managed by government entities other than the City of Griffin are under the control of the state or respective government entity, and cannot be designated for authorized use by a PTV registered to operate within the City of Griffin, unless written consent has been given to the city by the state or other public entity to designate the property for PTV use.

(g) The operator of a PTV and LSV shall possess and have on his or her person during all periods of operation a valid driver's license.

(h) PTV's shall have their head lamps and tail lamps on at all times while operating on public roads. Unless equipped with turn signals, the operator shall give hand and arm signals, as provided by O.C.G.A. § 40-6-125, when turning.

(i) PTV owners shall maintain their PTV in a manner which ensures that an unobstructed view from the driver's seat to the rear is maintained at all times while the PTV is in operation on public roads.

(j) The maximum occupancy of a PTV while traveling on public roads shall be one person per designated seat.

(k) All operators of PTV's shall abide by all traffic regulations applicable to vehicular traffic when using the public roads of the city. Where dedicated PTV paths exist for PTV usage in lieu of public roads, they shall be used exclusively in preference to public roads, with the exclusion of privately-held paths.

(l) All laws and ordinances relative to alcohol and its use, including open container laws, which apply to traffic on public streets of the city, shall also apply to personal transportation vehicles.

Sec. 90-215. – All-terrain vehicle operation regulations.

(a) No all-terrain vehicle or multipurpose off-highway vehicle shall be authorized for operation on public roads of the city at any time. Further, it shall be a violation of this article to operate an all-terrain vehicle or multipurpose off-highway vehicle on any private property without the express written permission of the owner of the property or such owner’s agent.

(b) Violators may be prosecuted under O.C.G.A. Title 40, Chapter 7, pertaining to "off-road vehicles".

Sec. 90-216. – Gasoline-powered personal transportation vehicles.

(a) Every gasoline-powered personal transportation vehicle shall at all time be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:

(1) The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and tail pipe, and shall include any and all parts or components specified by the manufacturer;

(2) The exhaust system shall be securely fastened, including the consideration of missing or broken brackets or hangers;

(3) The engine and power mechanism of every gasoline-powered personal transportation vehicle shall be so equipped, adjusted, and tuned as to the prevent the discharge of exhaust emissions in excess of those allowed under the Federal Clean Air Act.

(b) It shall be unlawful for the owner of any gasoline-powered personal transportation vehicle to operate or permit the operation of a gasoline-powered personal transportation vehicle on which any device controlling or abating exhaust emissions, which is placed on the gasoline-powered personal transportation vehicle by the manufacturer, to render the device unserviceable by removal, alteration, or other interference with its operation.

(c) All gasoline-powered personal transportation vehicles shall be maintained in such condition so that they are incapable of "backfiring", or otherwise operating so as to make loud noises; or create excessive noise as a result of an operators equipping the gasoline-powered personal transportation vehicle with a certain device.

Sec. 90-217. – Personal transportation vehicles, minimum equipment required

(a) To be operated on public roads within the city, a personal transportation vehicle shall be equipped with:

(1) A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;

(2) A reverse warning device functional at all times when the directional control is in the reverse position;

(3) A main power switch. When the switch is in the 'off' position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the 'off' position;

(4) Head lamps;

(5) Reflex reflectors, on front, rear and sides of vehicle;

(6) Tail lamps;

(7) A horn;

(8) A rearview mirror;

(9) Safety warning labels, installed by manufacturer or required by law; and

(10) Hip restraints and hand holds or a combination thereof.

(b) It shall be the duty of the owner of the PTV to properly maintain all minimum required equipment at all times and to keep the same in proper working condition.

Sec. 90-218. – Personal transportation vehicle and low-speed vehicle operator licensing regulations.

Only those persons possessing a valid driver's license, as defined by this article, issued by the state, any other state of the United States of America, or an international agency, and which permits such person to operate a motor vehicle on the public roads of the state may operate a personal transportation vehicle or low-speed vehicle on the public roads within the jurisdictional limits of the city. This shall include such persons possessing a current and valid instructional permit entitling a person to operate a Class C vehicle upon public roads of the state, provided that a driver possessing an instructional permit and operating a PTV or LSV on public roads within the City must be accompanied by a person who is at least twenty-one (21) years of age who is licensed as a driver for a non-commercial Class C vehicle, who is fit and capable of exercising control over the vehicle, and who is occupying a seat beside the driver while the PTV or LSV is in operation on public roads.

Sec. 90-219. – Insurance.

(a) The owner and operator of a personal transportation vehicle can be sued civilly for negligent operation of a PTV on public roads, recreational paths and other public property which could result in a monetary judgment against the owner and/or operator. For this reason, each PTV must be covered by liability insurance coverage in at least the same amount as would be required for a full-sized motor vehicle in Georgia. Proof or evidence of required minimum coverage shall be kept in the PTV at all times during the operation of the PTV.

(b) As required by state law, the owner of a low speed vehicle shall procure motor vehicle liability insurance on the vehicle in the minimum coverages required for a full-sized motor vehicle in Georgia. Proof or evidence of required minimum coverage shall be kept in the LSV at all time during the operation of the LSV.

(c) Failure to maintain minimum insurance on a PTV or LSV, or failure to maintain proof or evidence of required minimum insurance, shall be a violation of this article and shall subject the owner and/or operator to penalties in accordance with Sec. 90-221.

Sec. 90-220. – Hazardous activities and special rules.

(a) Blocking of public access to any public roads, sidewalks, recreation paths, rights-of-way or other public property of the city shall be prohibited, except for permitted events.

(b) An operator of PTV using recreation paths should always give due consideration and reasonable right of way to pedestrians, bicyclists, and other authorized users of the recreation path to ensure safe passage for all parties.

(c) A warning or announcement shall be given by a PTV operator using recreation paths when approaching slower moving parties from the rear. The warning or announcement may be verbal, but it is recommended that users operating the PTV utilize the horn or an audible warning device.

(d) All operators and passengers of personal transportation vehicles and low-speed vehicles shall remain seated at all times during the operation of the vehicle.

(e) *EPAMD.* Persons may operate an EPAMD only on a sidewalk or path within designated rights-of-way and are prohibited from operating an EPAMD on a public road. The operator of an EPAMD may cross only within signalized pedestrian crosswalks, when using the "WALK" signal. An EPAMD may not be operated by any person under the age of 14 years of age. An EPAMD shall only be permitted to operate between one-half hour before sunrise and one-half hour after sunset. It shall be the responsibility of the operator of an EPAMD to warn or announce to persons using sidewalks or paths when approaching from the rear.

Sec. 90-221 – Penalties.

(a) Any person who violates the terms of this article in the operation of a PTV, LSV, or ATV (as defined herein) on the public roads of the city shall be cited to appear before the municipal court or other court of appropriate jurisdiction and, upon conviction, punished as provided in Sec. 1-12 of the Code of Griffin, Georgia.

(b) In addition to enforcing sanctions against the operator, any violation of this article may also be charged against the owner of the vehicle, and fines and penalties levied against the owner of the vehicle as follows:

(1) For the first offense, a fine not to exceed $250.00;

(2) For the second offense committed within one year of conviction for a first offense, a fine of not to exceed $500.00;

(3) For a third offense committed within one year of conviction for a second offense, a fine not to exceed $1,000.00. Furthermore, the owner's personal transportation vehicle registration for City of Griffin shall be revoked. The registered owner who was convicted of the three offenses cannot thereafter register a PTV for use in the city for a period of two years following the third conviction. Additionally, such person shall be prohibited from operating a personal transportation vehicle on the public roads, recreation paths, rights-of-way or other public property within the jurisdictional limits of the city for a period of two years.

(c) If a citation is issued for violation of uniform rules of the road citing to a state law for which Municipal Court has jurisdiction or if a citation related to the operation of a personal transportation vehicle is bound over to state court, where applicable, the state law penalties shall take precedence over the fee structure set forth in subpart (b) of this section. However, the city shall still have the right to revoke registration and bar an owner from registering or operating a PTV within the jurisdictional limits of the city for a period of two years, as set forth in subpart (b)(3) above, upon the third offense brought in either State or Municipal Court.

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Board of Commissioners. The city secretary shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

Section 5. This ordinance shall become effective immediately upon adoption on second and final reading.

First Reading: June 14, 2022

Second Reading: July 12, 2022

ARTICLE XI. - PERSONAL TRANSPORTATION VEHICLES[8]

Sec. 90-210. - Findings and intent.

This article is adopted to address the interest of public safety. “Personal transportation vehicles” or "PTVs" and other similar vehicles are not generally designed or manufactured to be used on public highways, streets and roads (hereinafter "public roads"). Adoption of this article is not to be relied upon as a determination by the city that operation of personal transportation vehicles and other similar vehicles on public roads is safe or advisable, even if done in accordance with this article. By regulating such operation, the City is merely addressing safety issues. All persons who operate or ride in personal transportation vehicles and other similar vehicles on public roads do so with their own judgment and at their own risk and must be observant of, and attentive to, the safety of themselves and others, including their passengers, other motorists, bicyclists and pedestrians. Notwithstanding any law to the contrary, the City accepts no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of personal transportation vehicles and other similar vehicles on public roads, recreation paths, rights-of-way or other public property under this article. Any person who operates personal transportation vehicles and other similar vehicles is responsible for procuring appropriate insurance as may be required by state law or this article as a condition of operating personal transportation vehicles and other similar vehicles on the public roads of the City.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-211. - Definitions.

The following words and phrases, when used in this article, shall have the meanings ascribed to them in this section:.

All-terrain vehicle (ATV) means any motorized vehicle designed for "off-road" use, which is equipped with three or more non-highway tires, a seat for the operator, and a steering wheel or handlebars for guiding the vehicle. For purposes of this article, the term "All-Terrain Vehicle" shall include a Class I, Class II, and Class III all-terrain vehicle as defined at O.C.G.A. § 40-1-1(8.01), (8.1) and (8.2).

Electric personal assistive mobility device (EPAMD) means a self-balancing, two non-tandem wheeled device designed to transport only one person and having an electric propulsion system with average power of 750 watts (one horsepower) and a maximum speed of less than 20 miles per hour on a paved level surface when powered solely by such propulsion system and ridden by an operator who weighs 170 pounds.

Golf car or *golf cart* means a motorized vehicle designed or intended for the purpose and exclusive use of conveying one or more persons and equipment to play the game of golf on a land area designated as a golf course, or sport of sporting clays on a land area designated as a sporting clays course, and not designed or intended for use on public roads or recreational paths. For such a vehicle to be considered a golf car or golf cart, its average speed shall be less than 15 miles per hour (24 kilometers per hour) on a level road surface with a 0.5% grade comprising a straight course composed of a concrete or asphalt road surface that is dry and free from loose material or surface contamination with a minimum coefficient of friction of 0.8 between tire and surface.

Gross weight means the unladen weight of the vehicle plus the weight of any load thereon.

Low-speed vehicle (LSV) means any four-wheeled electric vehicle whose top speed attainable in one mile is greater than 20 miles per hour but not greater than 25 miles per hour on a paved level surface, displays a current motor vehicle tag, and which is manufactured in compliance with those federal motor vehicle safety standards for low-speed vehicles set forth in 49 C.F.R. Section 571.500 and in effect on January 1, 2001.

Motor vehicle means every vehicle which is self-propelled, other than an electric personal assistive mobility device (EPAMD).

Multipurpose off-highway vehicle means any motorized vehicle having features specifically intended for utility use and having the following characteristics:

(1) Has the capability to transport persons, cargo, or both;

(2) Operates between 25 miles per hour (40.2 kilometers per hour) and 50 miles per hour (80.4 kilometers per hour);

(3) Has an overall width of 80 inches (2,030 millimeters) or less, exclusive of accessories or attachments;

(4) Is designed to travel on four or more wheels;

(5) Uses a steering wheel for steering control;

(6) Contains a non-straddle seat;

(7) Has a gross vehicle weight rating of 4,000 pounds (1,814 kilograms); and

(8) Has a minimum cargo capacity of 350 pounds (159 kilograms).

Pedestrian means any person afoot.

Personal transportation vehicle (PTV) means:

(1) Any motor vehicle having no fewer than three wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour; if such vehicle was authorized to operate on public streets of the city prior to January 1, 2012, it may also be referred to in prior Codes and ordinances as a "motorized cart"; and

(2) Any motor vehicle with a minimum of four wheels, capable of a maximum level ground speed of less than 20 miles per hour with a maximum gross vehicle unladen or empty weight of 1,375 pounds and capable of transporting not more than eight persons.

The term does not include mobility aids, including power wheelchairs and scooters, which can be used indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multipurpose off-highway vehicle. Lastly, this term does not include golf cars or carts which do not meet the equipment specifications set forth in Sec. 90-127 of this article.

Public road means the entire width between the boundary lines of every right-of-way or place open to the use of the public for purposes of vehicular travel within the boundaries of the city, including streets and alleys.

Sidewalk means the improved surface or path within the public right-of-way, and outside of the roadway intended primarily for the movement of vehicular traffic, that is intended primarily for the movement of pedestrian traffic and other permitted uses.

Unladen weight means the weight of a vehicle without load as per the manufacturer's specifications for such vehicle.

Valid driver's license means any current and valid certificate issued by the state, other state of the United States of America, or international agency which permits persons to operate motor vehicles on the public roads of the state. This definition is intended to include instructional permits for the operation of a noncommercial Class C vehicle provided that the person possessing the instructional permit is, at all times during operation on public roads, accompanied by a person at least twenty-one (21) years of age who is (1) licensed to operate a noncommercial Class C vehicle on public roads; (2) fit and capable of exercising control over the vehicle; and (3) occupying a seat beside the driver possessing the instructional permit.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-212. - Nomenclature; exemptions; exceptions.

(a) Any "motorized cart", as defined under prior Code provisions or ordinances, or personal tansportation vehicle shall meetthe requirements, including minimum equipment, as required by state law and this article, in order to operate upon Public Streets of the city. A "motorized cart", when equipped as set forth in O.C.G.A. § 40-6-330.1, shall be considered a "personal transportation vehicle"("PTV") for purposes of this article.

(b) This article shall not apply to any motor vehicle, regardless of how classified, which is owned or leased by a government entity and used for governmental purposes.

(c) This article shall not apply to any golf cars, golf carts, or personal transportation vehicles owned by golf courses, country clubs, shooting clubs, or other such organized entities which own or lease such vehicles and make them available to or for use by members and/or the public on a short-term rental basis, provided the vehicles are used only on the premises of the entity and not operated on public roads, recreational paths or other public property, except at designated street crossings.

(d) This article shall not apply to any PTV's used by a private business or entity only on the premises of the entity to transport officers, employees and business guests about the premises.

(e) Any contractor or construction firm, upon a showing of necessity, may seek an exception from the city manager for the limited use of motorized vehicles otherwise subject to this article.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-213. - Registration of a PTV.

(a) *Annual registration.* It shall be the duty of every owner of a PTV that is operated on public roads, recreation paths, rights-of-way or other public property in the jurisdiction of the city to register the PTV with the City of Griffin Police Department within ten business days of purchase or first use on a public road, whichever comes first, and annually thereafter.

(1) Registration with the city shall include a record of the make, model, any vehicle identification number or serial number on such PTV, the name and address of the owner, including physical address and mailing address, a contact phone number, driver's license number, and any other such information as the city shall require, all of which shall be maintained by the City of Griffin Police Department.

(2) If the PTV is not registered with the city within ten business days of purchase or before first use on a public road within the city, whichever comes first, it shall be considered an unregistered PTV and subject the owner and/or operator of such PTV to penalties set forth in Sec. 90-221. Furthermore, any PTV operated on public roads that is not registered within ten business days or before first use on a public road shall be assessed a late registration penalty of an additional $15.00.

(3) Any owner registering a PTV with the city agrees to abide by all of the requirements of state law and this Code. By registering a PTV with the city the owner verifies that the vehicle meets all minimum equipment requirements of O.C.G.A. § 40-6-330.1 and qualifies to be classified as a PTV under state law and this Code.

(b) *Renewal*. Annual registration renewal shall occur between January 1 and April 1 of each year. If a PTV's registration is not renewed by April 1, it shall be considered an unregistered PTV, and the owner and/or operator of such PTV shall be subject to penalties as set forth in Sec. 90-221. Furthermore, any PTV operated on public roads that has not had its registration timely renewed shall be assessed a late registration penalty of $15.00 in addition to the annual registration fee.

(c) *Registration fee.* There is hereby imposed an annual fee of $15.00 to register a PTV for use on public roads to cover the costs of implementing and maintaining this article. The registration fee must be paid for each PTV. If initially registering after July 1 of the year, the fee will be $7.50.

(d) *Owner Relocation.* In the event that a registered personal transportation vehicles owner changes his/her address or contact information after the PTV is registered, that owner shall have thirty (30) days to provide their new contact information to the City of Griffin Police Department. If the owner's information is not updated within thirty (30) days of relocation, a $15.00 penalty will be applied and the PTV shall be considered an unregistered PTV and subject the owner and/or operator to penalties as set forth in Sec. 90-221.

(e) *Decal.* Upon registration, two numerical decals shall be issued evidencing such registration. The decals must be affixed to the sides of the PTV in such a manner as to be fully visible at all times. Upon renewal, and updated decals or an addendum to decals will be provided by the city and must be affixed to the sides of the PTV so as to be fully visible at all times. The failure to have the decals properly affixed on a PTV used on public roads, recreational paths or other public property shall be a violation of this article and subject the owner and/or operator of such PTV to the penalties set forth in Sec. 90-221. The decals issued by the city shall be non-transferrable from the PTV for which is it was obtained. Each newly acquired PTV must be registered and obtain its own decals.

(f) *Cancellation of Registration.* In the event that a registered PTV is lost, stolen, totaled, junked, sold or otherwise relocated outside of the jurisdictional limits of the City such that it will no longer be operated on public roads of the City, it is the owner's duty to notify the City of Griffin Police Department within thirty (30) days of such event in order to cancel the registration for the PTV. If the PTV's registration is not cancelled and the PTV is later operated in violation of this article, the registered owner may be subject to penalties set forth in Sec. 90-221.

(g) *PTV Rentals.* Personal transportation vehicle dealers and distributors, along with other commercial establishments, may rent PTVs to the public for use on public roads, rights-of-way or other public property. Each such establishment renting PTVs shall be required to register each such PTV in accordance with this section and shall maintain a written record of each person who rents each PTV. Renters shall be required to furnish positive identification, shall be provided a copy of this article to read, must be at least 16 years of age and possess a valid driver's license. All licensing and operating regulations shall be consistent with the provisions of this article as pertains to PTV's.

(h) *Special Events.* The city manager may, at his or her discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring personal transportation vehicles as participants. Such special events shall last no longer than seven calendar days.

(i) .

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-214. - Personal transportation vehicle regulations.

(a) In addition to motor vehicles authorized by state law to operate on public roads as standard vehicular traffic, the following sub-classifications of motor vehicles may be operated on public roads within the jurisdictional limits of the City subject to the limitations set forth in this Article:

(1) Personal transportation vehicles (PTV) meeting the specifications set forth in this Article, including minimum equipment requirements set forth in Sec. 90-217; and

(2) Low-speed Vehicles (LSV), bearing a current state license tag and operated in accordance with O.C.G.A. Title 40, Part 5.

(b) A PTV or LSV may be operated only on public roads within the jurisdictional limits of the city which have a posted speed limit of thirty-five (35) miles per hour or less. This does not prohibit crossing a street or highway where the road being crossed has a posted speed limit in excess of thirty-five (35) miles per hour, provided the crossing has been properly designated as a "cart crossing," proper signage and signalization has been erected in accordance with the Manual on Uniform Traffic Control Devices, as adopted by the State of Georgia, and the road being crossed into has a posted speed limit of 35 mph or less.

(c)

No PTV shall be driven on public roads having a posted speed limit in excess of thirty-five (35)miles per hour or on highways classified on the Federal or State Highway System, regardless of posted speed limit, unless such route is designated for cart use by the Georgia Department of Transportation.

(d) No PTV may cross any public street, road, or highway on which the use of a PTV is prohibited, except at a crossing or intersection designated by the city and signalized in accordance with the Manual on Uniform Traffic Control Devices, as adopted by the State of Georgia. Crossings at intersections on the State Highway System shall be designated for that purpose by the Georgia Department of Transportation. All intersections where PTVs may cross shall be controlled by a signalized traffic control device and posted with signage designating their use by PTVs.

(e) PTVs and LSVs shall not be operated on sidewalks at any time.

(f)

Rights-of-way on the State Highway System and any public property owned or managed by government entities other than the City of Griffin are under the control of the state or respective government entity, and cannot be designated for authorized use by a PTV registered to operate within the City of Griffin, unless written consent has been given to the city by the state or other public entity to designate the property for PTV use.

(g) The operator of a PTV and LSV shall possess and have on his or her person during all periods of operation a valid driver's license.

(h) PTV's shall have their head lamps and tail lamps on at all times while operating on public roads. Unless equipped with turn signals, the operator shall give hand and arm signals, as provided by O.C.G.A. § 40-6-125, when turning..

(i) PTV owners shall maintain their PTV in a manner which ensures that an unobstructed view from the driver's seat to the rear is maintained at all times while the PTV is in operation on public roads.

(j) The maximum occupancy of a PTV while traveling on public roads shall be one person per designated seat.

(k) All operators of PTV's shall abide by all traffic regulations applicable to vehicular traffic when using the public roads of the city. Where dedicated PTV paths exist for PTV usage in lieu of public roads, they shall be used exclusively in preference to public roads, with the exclusion of privately-held paths.

(l) All laws and ordinances relative to alcohol and its use, including open container laws, which apply to traffic on public streets of the city, shall also apply to personal transportation vehicles.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-215. - All-terrain vehicle operation regulations.

(a) No all-terrain vehicle or multipurpose off-highway vehicle shall be authorized for operation on public roads of the city at any time. Further, it shall be a violation of this article to operate an all-terrain vehicle or multipurpose off-highway vehicle on any private property without the express written permission of the owner of the property or his agent.

(b) Violators may be prosecuted under O.C.G.A. Title 40, Chapter 7, pertaining to "off-road vehicles".

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-216. - Gasoline-powered personal transportation vehicles.

(a) Every gasoline-powered personal transportation vehicle shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:

(1) The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and tail pipe, and shall include any and all parts or components specified by the manufacturer.

(2) The exhaust system shall be securely fastened, including the consideration of missing or broken brackets or hangers.

(3) The engine and power mechanism of every gasoline-powered personal transportation vehicle shall be so equipped, adjusted, and tuned, as to prevent the discharge of exhaust emissions in excess of those allowed under the Federal Clean Air Act.

(b) It shall be unlawful for the owner of any gasoline-powered personal transportation vehicle to operate or permit the operation of a gasoline-powered personal transportation vehicle on which any device controlling or abating exhaust emissions, which is placed on the gasoline-powered personal transportation vehicle by the manufacturer, to render the device unserviceable by removal, alteration, or other interference with its operation.

(c) All gasoline-powered personal transportation vehicles shall be maintained in such condition so that they are incapable of "backfiring", or otherwise operating so as to make loud noises; or create excessive noise as a result of an operators equipping the gasoline-powered personal transportation vehicle with a certain device.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-217. - Personal transportation vehicles—Minimum equipment required.

(a) To be operated on public roads within the city, all personal transportation vehicles shall be equipped with:

(1) A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;

(2) A reverse warning device functional at all times when the directional control is in the reverse position;

(3) A main power switch. When the switch is in the 'off' position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the 'off' position;

(4) Head lamps;

(5) Reflex reflectors, on front, rear and sides of vehicle;

(6) Tail lamps;

(7) A horn;

(8) A rearview mirror;

(9) Safety warning labels, installed by manufacturer or required by law; and

(10) Hip restraints and hand holds or a combination thereof.

(b) It shall be the duty of the owner of the PTV to properly maintain all minimum required equipment at all times and to keep the same in proper working condition.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-218. - Personal transportation vehicle and low-speed vehicle operator licensing regulations.

Only those persons possessing a valid driver's license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the public roads of the state may operate a personal transportation vehicle or a low-speed vehicle on the public roads within the city. This shall include such persons possessing a current and valid instructional permit entitling a person to operate a Class C vehicle upon public roads of the state, provided that a driver possessing an instructional permit and operating a PTV or LSV on public roads within the city must be accompanied by a person who is at least twenty-one (21) years of age who is licensed as a driver for a non-commercial Class C vehicle, who is fit and capable of exercising control over the vehicle, and who is occupying a seat beside the driver while the PTV or LSV is in operation on public roads.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-219. - Insurance.

(a) The owner and operator of a personal transportation vehicle can be sued civilly for negligent operation of a PTV on public roads,recreation paths and other public propertywhich could result in a monetary judgment against the owner and/or operator. For this reason, each PTV must be covered by liability insurance coverage in at least the same amount as would be required for a full-sized motor vehicle in Georgia. Proof or evidence of required minimum coverage shall be kept in the PTV at all times during the operation of the PTV.

(b) As required by state law, the owner of a low speed vehicle shall procure motor vehicle liability insurance on the vehicle in the minimum coverages required for a full-sized motor vehicle in Georgia. Proof or evidence of required minimum coverage shall be kept in the LSV at all times during the operation of the LSV.

(c) Failure to maintain minimum insurance on a PTV or LSV, or failure to maintain proof or evidence of required minimum insurance, shall be a violation of this article and shall subject the owner and/or operator to penalties in accordance with Sec. 90-221.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-220. - Hazardous activities and special rules.

(a) Blocking of public access to any public roads, sidewalks, recreation paths, rights-of-way or other public property of the city shall be prohibited, except for permitted events.

(b) An operator of PTV using recreation paths should always give due consideration and reasonable right of way to pedestrians, bicyclists, and other authorized users of the recreation path to ensure safe passage for all parties.

(c) A warning or announcement shall be given by a PTV operator using recreation paths when approaching slower moving parties from the rear. The warning or announcement may be verbal, but it is recommended that users operating the PTV utilize the horn or an audible warning device.

(d) All operators and passengers of personal transportation vehicles and low-speed vehicles shall remain seated at all times during the operation of the vehicle.

(e) EPAMD. Persons may operate an EPAMD only on a sidewalk or path within designated rights-of-way and are prohibited from operating an EPAMD on a public road. The operator of an EPAMD may cross only within signalized pedestrian crosswalks, when using the "WALK" signal. An EPAMD may not be operated by any person under the age of 14 years of age. An EPAMD shall only be permitted to operate between one-half hour before sunrise and one-half hour after sunset. It shall be the responsibility of the operator of an EPAMD to warn or announce to persons using sidewalks or paths when approaching from the rear.

(Ord. No. 16-15, § 1, 9-27-2016)

Sec. 90-221. - Penalties.

(a) Any person who violates the terms of this article in the operation of a PTV, LSV, or ATV (as defined herein) on the public roads of the city shall be cited to appear before the municipal court or other court of appropriate jurisdiction and, upon conviction, punished as provided in section 1-12 of the Code of Griffin, Georgia.

(b) In addition to enforcing sanctions against the operator, any violation of this article may also be charged against the owner of the vehicle, and fines and penalties levied against the owner of the vehicle as follows:

(1) For the first offense, a fine not to exceed $250.00;

(2) For the second offense committed within one year of conviction for a first offense, a fine of not to exceed $500.00; and

(3) For a third offense committed within one year of conviction for a second offense, a fine not to exceed $1,000.00. Furthermore, the owner's personal transportation vehicle registration for City of Griffin shall be revoked. The registered owner convicted of the three offenses cannot thereafter register a PTV for use in the city for a period of two years following the third conviction. Additionally, such person shall be prohibited from operating a personal transportation vehicle on the public roads, recreation paths, rights-of-way, or other public property within the city for a period of two years.

(c) If a citation is issued for violation of uniform rules of the road citing to a state law for which Municipal Court has jurisdiction or if a citation related to the operation of a personal transportation vehicle is bound over to state court, where applicable, the state law penalties shall take precedence over the fee structure set forth in subpart (b) of this section. However, the city shall still have the right to revoke registration and bar an owner from registering or operating a PTV within the jurisdictional limits of the city for a period of two years, as set forth in subpart (b)(3) above, upon the third offense brought in either State or Municipal Court.

(Ord. No. 16-15, § 1, 9-27-2016)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider claim against the City of Griffin by Nachcika Zahara Hall based on Ante Litem Notice from attorney Morrison Hughes, dated May 12, 2022, alleging personal injuries suffered in an incident occurring January 4, 2022 at Pine Ridge Landfill. *City Attorney, Drew Whalen, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin Solid Waste Department transports municipal solid waste to Pine Ridge Landfill for disposal. This is a private facility operated by Republic Waste. Based upon inquiry to the Department Manager, none of the City's employees was involved in any incident on January 4, 2022 nor has any knowledge concerning this incident. Ante Litem Notice was also sent to the City of Jackson and to the Spalding and Butts County Commissions.

STAFF RECOMMENDATION:

Staff recommends denial.

FINANCIAL IMPACT:

None

Submitted By:
Andrew Whalen

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Lirem Hall 051822.pdf

Attorneys At Law
Phone (404) 382-7439
Facsimile: (404) 962-6624

Morrison & Hughes

2824 Austell Rd, S.W.
Suite A (Top Floor)
Marietta, Georgia 30008

RECEIVED
MAY 18 2022
BY:

May 12, 2022

VIA CERTIFIED MAIL Return Receipt Requested: 9414 7112 0254 0505 8599 61
Office of the Mayor - Griffin
Douglas S. Hollberg
100 South Hill Street
PO Box T
Griffin, GA 30224

VIA CERTIFIED MAIL Return Receipt Requested: 9414 7112 0254 0505 8877 42
Office of the City Manager - Griffin
Jessica O'Conner
100 South Hill Street
PO Box T
Griffin, GA 30224

VIA CERTIFIED MAIL Return Receipt Requested: 9414 7112 0254 0505 8242 35
Office of the Mayor - Jackson
Carlos Duffey
P.O. Box 838
Jackson, GA 30233

VIA CERTIFIED MAIL Return Receipt Requested: 9414 7112 0254 0505 8047 94
Commissioner's Office - Jackson
625 West 3rd Street, Ste 4
Jackson, GA 30233

VIA CERTIFIED MAIL Return Receipt Requested: 9414 7112 0254 0505 8668 91
Spalding County Georgia Board of Commissioners
119 E. Solomon Street
Griffin, GA 30223

VIA CERTIFIED MAIL Return Receipt Requested: 9414 7112 0254 0505 8055 79
Office of the County Manager - Spalding
Steve Ledbetter
119 E. Solomon Street
Griffin, GA 30223

VIA CERTIFIED MAIL Return Receipt Requested: 9414 7112 0254 0505 8807 05
Butts County Georgia Board of Commissioners
625 West 3rd Street, Ste 4
Jackson, GA 30233

VIA CERTIFIED MAIL Return Receipt Requested: 9414 7112 0254 0505 8084 33
Office of the County Manager - Butts
Brad Johnson
625 West 3rd Street
Jackson, GA 30233

RE:	Our Client:	Nachcika Zahara Hall
	Date of Incident:	1-4-2022 10:40AM
	Location:	Pine Ridge Landfill/Recycling Center 105 Bailey Jester Road Griffin Ga

Ante-Litem Notice of Claim pursuant to O.C.G.A. § 36-11-1 and/or O.C.G.A. § 36-33-5

Dear Sir/Madam:

This is your statutory notice of a claim pursuant to O.C.G.A. § 36-33-5 and/or O.C.G.A. § 36-11-1. Within thirty days of presentation of this letter, please consider and act upon the claim as required by law. The purpose of this letter is to allow the above-listed agencies an opportunity to investigate this claim prior to litigation. Additionally, please see the attached Open Records Act Request for records relevant to the Incident.

Attorneys At Law
Phone (404) 382-7439
Facsimile: (404) 962-6624

Morrison & Hughes

3834 Austell Rd, S.W.
Suite A (Top Floor)
Marietta, Georgia 30008

This law firm represents Nachcika Zahara Hall with respect to her claims arising from an incident caused by an unknown person, believed to be an employee of your government, on January 4, 2022 ("Incident") and/or on your property. Based on our investigation to date, the unknown employee struck our client with a piece of heavy machinery believed to be a bulldozer/frontend loader.

As a result of the collision, our client suffered significant injuries, including fractured ribs, injuries to her head/face/brain, cervical spine, thoracic spine, and lumbar spine, including disc bulge(s) and/or herniation(s), left hip, left knee, and other parts of her body. She has received ongoing orthopedic, neurological, and other medical care as a direct result of her injuries from the above-referenced collision. She has also suffered substantial wage losses and other damages.

As a result of her injuries, Ms. Hall hereby demands the sum of $1,500,000.00 for injuries. In the event that you do not satisfactorily resolve these claims, Ms. Hall intends to initiate personal injury action against all-named responsible parties above.

This as your statutory notice of a claim pursuant to O.C.G.A. § 36-33-5 and O.C.G.A. § 36-11-1. Within thirty days of presentation of this letter, please consider and act upon the claim as required by law. The purpose of this letter is to allow the above listed agencies an opportunity to investigate this claim prior to litigation. We look forward to working with you to resolve this claim. Of course, should you have any questions, or should you have any information which would help us assess liability with respect to third parties, please do not hesitate to call. My direct number is 404-382-7458, and I can also be reached at tmorrison@morrisonhugheslaw.com.

Sincerely,

/s/ Tristan Morrison /s/ E-signed
Tristan Morrison, Esq.

Morrison & Hughes Law
Attorneys for the Plaintiff
3834 Austell Rd. SW, Suite A,
Marietta, GA 30008

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Three Rivers Regional Commission for 5307/5311 regional transit services for FY23 in an amount not to exceed $35,000. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This contract will be effective for FY2023. The program provides public transportation for Butts, Lamar, Meriwether, Pike, Spalding and Upson counties, and it has been operating since 1999. The service offers one-way trips Monday-Friday, 8 a.m. to 5 p.m. The signature line has been changed to Commissioner McCord as Mayor Pro Tem since Mayor Hollberg has signed on behalf of Three Rivers Regional Commission as its Chairperson to avoid any appearance of a conflict of interest.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This item is budgeted in FY23 line item 101-6220-57-2004 - Payments to Three Rivers Regional Commission.

Submitted By:
Susan Bartholomew

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
TRRC Transit K 2023.pdf

SECTION 5307/5311 PUBLIC TRANSPORTATION SERVICE AGREEMENT

FOR OPERATION OF THREE RIVERS REGIONAL TRANSIT SYSTEM

BETWEEN THE CITY OF GRIFFIN AND

THREE RIVERS REGIONAL COMMISSION

PREAMBLE

This Agreement is made and entered into this_____day of_____, 2022 by and between the CITY OF GRIFFIN hereinafter referred to collectively as the "CITY"; and THREE RIVERS REGIONAL COMMISSION, hereinafter referred to as "TRRC"; and shall terminate on the 30th day of June, 2023, unless terminated earlier under other provisions of this Agreement.

WHEREAS, the Georgia Department of Transportation (GDOT) in cooperation with the Three Rivers Regional Commission has agreed to participate in the operation of a Regional 5311 Public Transportation System; and

WHEREAS, the Federal Transit Administration (FTA) has allocated transit funds for the operation of a 5307 Public Transportation System within the portions of the CITY that have denser populations.; and

WHEREAS, Spalding County and the City of Griffin have agreed to share the local share requirements for the Spalding County 5307/5311 combined Public Transportation Program; and

WHEREAS, the Georgia Department of Human Services (DHS) has agreed to purchase transportation services from Three Rivers Regional Commission; and

WHEREAS, The CITY has agreed to participate in this regional transportation system administered by the Three Rivers Regional Commission; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

TERM OF AGREEMENT
TERMINATION PROVISIONS
AND ATTACHED DOCUMENTS

1. Engagement: The TRRC is retained and engaged by the counties for the purpose of operating a 49 U.S.C. 5307 and 5311 public transportation program aka the Three Rivers Regional Transit System (the "Program").

2. Term of Agreement: The term of Agreement shall be from July 1, 2022 through June 30, 2023.

3. Termination of Agreement: The CITY and TRRC reserve the right to terminate this Agreement for just cause upon 60 (sixty) days written notice to the other party.

4. Attachments:

Attachment A: Service Areas and Fares

Attachment B: Georgia Security and Immigration Compliance Act of 2006

ARTICLE II

SCOPE OF WORK

CITY RESPONSIBILITIES

1. The CITY will appropriate funds to operate the combined Section 5307/5311 Public Transportation Program for the stated contract year.

2. The CITY will provide one or more vehicles for use by the TRRC and its Third Party Operator (TPO) for use in the regional public transit program.

3. The CITY understands that the typical useful life of a transit bus is approximately five years. The CITY will support TRRC's 5311 application to GDOT for vehicle replacements, Mobility Manager, transit planning and rural service operations including provision of required local match and the CITY will support TRRC's 5307 application to Federal Transit Administration (FTA) either as a subrecipient or as a direct recipient for vehicle replacements, Mobility Manager, transit planning and 5307 area service operations including provision of required local match

TRRC RESPONSIBILITIES

1. The TRRC will manage the day-to-day operation of the Regional 5307/5311 Public Transportation program. The TRRC will retain and monitor a third party operator and ensure compliance with local, state, and federal laws and regulations.

2. The TRRC will manage the financial reporting and statistical analysis for the Program, and request the appropriated funds from the CITY no more than monthly and no less than once a year.

3. TRRC will develop the annual FTA 5307 grant application either as a subrecipient or as a direct recipient from the FTA.

4. The TRRC shall cause the Third Party Operator to procure insurance policies for all DOT assigned vehicles including automotive liability, commercial general liability, and excess liability with endorsement to insure contractual liability, broad form property damage, personal injury, personal and advertising liability. The insurance certificates must include the CITY listed as additional insured parties. Said insurance must meet the below qualifications or their equivalency:

    a. $1,000,000 per occurrence (Each Occurrence Limit – indicates the amount of coverage the contractor has under a liability policy for any one occurrence other than Personal & Advertising injury occurrences.)

    b. $3,000,000 aggregate (Aggregate Limit – indicates the amount of coverage (for other than Products/Completed Operations Liability occurrences) the contractor has under a liability policy for the policy period; no matter how many separate losses that may occur.)

ADDITIONAL RESPONSIBILITIES

1. The TRRC and the third party operator shall defend all lawsuits, not related to insurance claims, brought in connection with the Program, or any claim related to the Program. The TRRC agrees to pay in full all costs and expenses incidental thereto; however, the CITY may have the right, at its own expense, to participate in the defense of any suit, without relieving TRRC of any obligation.

2. All expenses for the operation of the Program, including without limitation, all wages, salaries, fringe benefits, other employee costs, services, and all maintenance and operation of the vehicles, including without limitation, fuels, lubricants, parts, materials, taxes and the expenses required for the performance of this contract shall be supplied and paid for by the third party operator retained by the TRRC. Payment from the CITY to the TRRC for all expenses incurred in fulfilling the intent of this Agreement shall be limited to the fund amount listed in Article IV.

3. TRRC shall operate the Program services in accordance with all laws and regulations, including the guidelines and policies set by GDOT, FTA and DHS. TRRC further

agrees to maintain appropriate books, records, documents, papers, and other evidence pertaining to public transportation operations for the period of this Agreement and for three years beyond the period of this Agreement and to make such materials available for inspection, upon request by the Authorized Representative or his designee, the CITY, GDOT, DHS or their representatives.

4. Service expansions or improvements may be recommended by TRRC to the participating CITY. It is agreed that the TRRC must have approval and additional funds (if applicable) from the CITY before implementation of expansions or improvements.

ARTICLE III

SCOPE OF SERVICES

SERVICES TO BE OFFERED

Services to be offered under this Agreement will be based on response to specific requests (hereinafter "demand response transportation"), within the following parameters:

1. This service (demand response transportation) will be offered only under the terms of this Agreement.

2. Demand response service constitutes service with at least 24-hour advance notice. Any advance notice less than 24-hours should be worked into the regular schedule when feasible. Demand response service is either subscription service (prearranged to meet the repetitive travel needs of riders) or random service (scheduled sporadically by riders).

3. Service is available to public passengers a minimum of 8 (eight) hours a day, Monday through Friday. DHS related services may be available up to 7 (seven) days per week.

4. Passenger constitutes any resident of CITY. A normal passenger trip constitutes transporting one passenger one-way between two locations within the service area described in Attachment A.

REVENUE AND EXPENSE REPORTING AND INVOICING

Fare Box Revenue: There is a fare box structure established for the transit system. The fare amount is described in Attachment A. The fare structure shall remain in force until the TRRC has sufficient data to justify a change.

ACCIDENT REPORTING

A written report must be sent to the TRRC by the TPO within 24 hours (but no sooner than the next business day) after an accident. This accident report shall describe the nature of the accident, the findings as to cause, personal injury sustained, property damage and information, and if a drug and alcohol test was administered. The TRRC will notify the CITY and an accident report will be forwarded to the CITY once it is received.

FEDERAL COMPLIANCE

The CITY and TRRC hereby agree as a condition of participating in the Section 5307 Program and Section 5311 Program, that:

1. No persons shall on the grounds of race, color, religion, creed, national origin, sex, age, or handicap be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Act;

2. TRRC and its third party operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin;

3. TRRC and its third party operator will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the Department of Transportation in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, Non-discrimination on the Basis of Handicap in Federally Assisted Programs and Activities received or benefiting from Federal Financial Assistance.

ARTICLE IV

COMPENSATION

Operating & Program Administration:	$35,000
Vehicle Matching Funds	$-0-
Total Funding Request:	$35,000

The CITY's maximum obligation to TRRC for the term of this contract shall not exceed $35,000. Compensation will be requested no more than monthly and no less than once a year.

CITY OF GRIFFIN

By: Rodney McCord, Mayor Pro Tem

ATTEST:

Clerk, City of Griffin

Three Rivers Regional Commission

Kirk R. Fjelstul, Executive Director

Witness

Doug Hollberg, TRRC Chairman

Notary Public (Seal)

ANGELA JACKSON
My Commission Expires
NOTARY PUBLIC
April 21, 2025
HENRY COUNTY, GEORGIA

5-26-2022

ATTACHMENT A
SERVICE AREAS AND FARES

NORMAL SERVICE AREAS:

Butts County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties

Carroll County Service Area: Carroll County and the City Limits of Bremen, Georgia.

Lamar County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties

Meriwether County Service Area: Meriwether County

Pike County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties

Spalding County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties

Upson County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties

City of Griffin Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties

FARES:

Carroll County Fare: $3.00 per one-way passenger trip ($1.00 for veterans).

Butts County Fare: $2.00 per one-way passenger trip.

Lamar County Fare: $2.00 per one-way passenger trip.

Meriwether County Normal Fare: $3.00 per one-way passenger trip.
$10 per one-way passenger trip out of county. Minimum two passengers going to same place at the same time. Locations limited to Columbus, Griffin, Newnan, and Senoia.

Pike County Fare: $2.00 per one-way passenger trip.

Spalding County Fare: $2.00 per one-way passenger trip.

Upson County Fare: $2.00 per one-way passenger trip.

City of Griffin Fare: $2.00 per one-way passenger trip.

ATTACHMENT B

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

Effective July 1, 2007, the following language is required to be included in all contracts entered into by **COUNTY** for the physical performance of services:

A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit 1 and is incorporated into this Agreement by reference herein.

B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. _____ 500 or more employees;

2. _____ 100 or more employees;

3. ____X____ Fewer than 100 employees.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorization for Mayor Hollberg and Commissioners Ward, Flowers, Murray, Tinsley and McCord to attend the Georgia Municipal Association's Annual Convention in Savannah, GA. June 24-28, 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

GMA's Annual Convention provides continuing education and training for elected officials and staff. Additionally it is an opportunity to participate in GMA's annual business meeting and installation of officers and board of directors.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

Registration and travel costs are budgeted in FY22, line items 101-1110-52-3700 and 101-1110-52-3500.

Submitted By:

Susan Bartholomew

Meeting Date:

14/06/2022

Reviewed By:

Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorization for Mayor Hollberg and Commissioners Ward, Flowers, Murray, Tinsley and McCord to attend the MEAG Power Annual Meeting July 18-20, 2022.

SPECIAL CONSIDERATIONS OR CONCERNS:

The MEAG Power Annual Meeting is held each year to provide updates on the latest developments affecting the power industry and our community. Griffin Power personnel and the City Manager will be in attendance as well.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

Registration costs are budgeted in line item 101-1110-52-3700 in FY22 and travel costs are budgeted in 101-1110-52-3500 in FY23.

Submitted By:

Susan Bartholomew

Meeting Date:

14/06/2022

Reviewed By:

Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an Executive Session pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
14/06/2022

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Affidavit for Closed Meeting with Cyber Security 06-14-22.pdf

AFFIDAVIT REQUIRED BY O.C.G.A. SECTION 50-14-4(b)(1)

STATE OF GEORGIA
COUNTY OF SPALDING

Personally appeared before the undersigned officer, duly authorized to administer oaths, the Chairman/Chairman Pro-Tem, who being duly sworn, deposes and states the following:

1. He/she is of adult age, laboring under no legal disabilities and competent to give this Affidavit as required by O.C.G.A. Section 50-14-4(b)(1);

2. That he/she is a duly elected Commissioner of the City of Griffin, Georgia and served as the presiding officer of the Board of Commissioners at a meeting held on June 14, 2022 during which a portion of said meeting was closed under relevant exception(s) to the Georgia Open Meetings Law.

   X Pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

   _____ Pursuant to O.C.G.A. Section 50-14-2(2) for the purpose of discussing a confidential tax matter;

   _____ Pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property;

   _____ Pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.

   _____ Pursuant to O.C.G.A. 50-14-3(a)(5) – Meetings when discussing or deliberating upon cybersecurity plans, procedures, and contracts regarding provision of cybersecurity services.

   _____ Pursuant to O.C.G.A. 50-14-3(b)(4) for the purpose of considering portions of a record made exempt from public inspection or disclosure under Article 4 of Chapter 18 of Title 50. Applicable Exemption: O.C.G.A. 50-18-72(a)(19) and (25)(A).

The subject matter(s) of the closed portion of the meeting was devoted to the purpose(s) stated within the specific relevant exception(s) pursuant to which said meeting was closed.

FURTHER AFFIANT SAYETH NOT.

_____
Douglas S. Hollberg, Mayor

Sworn to and subscribed before me
This the 14th day of June 2022.

_____
Notary Public:
My commission expires: _____ (Seal)